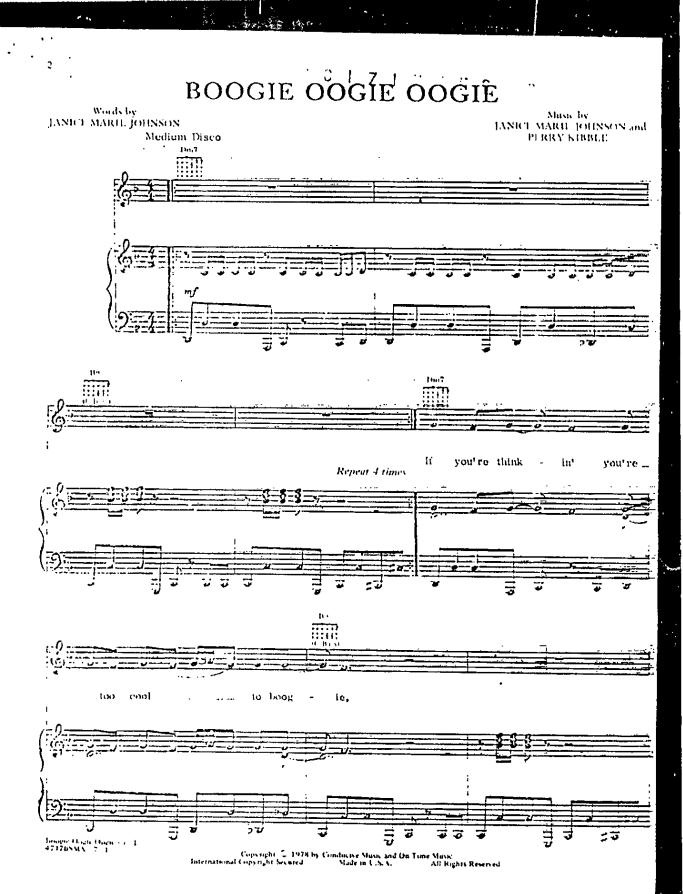
# **EXHIBIT A**

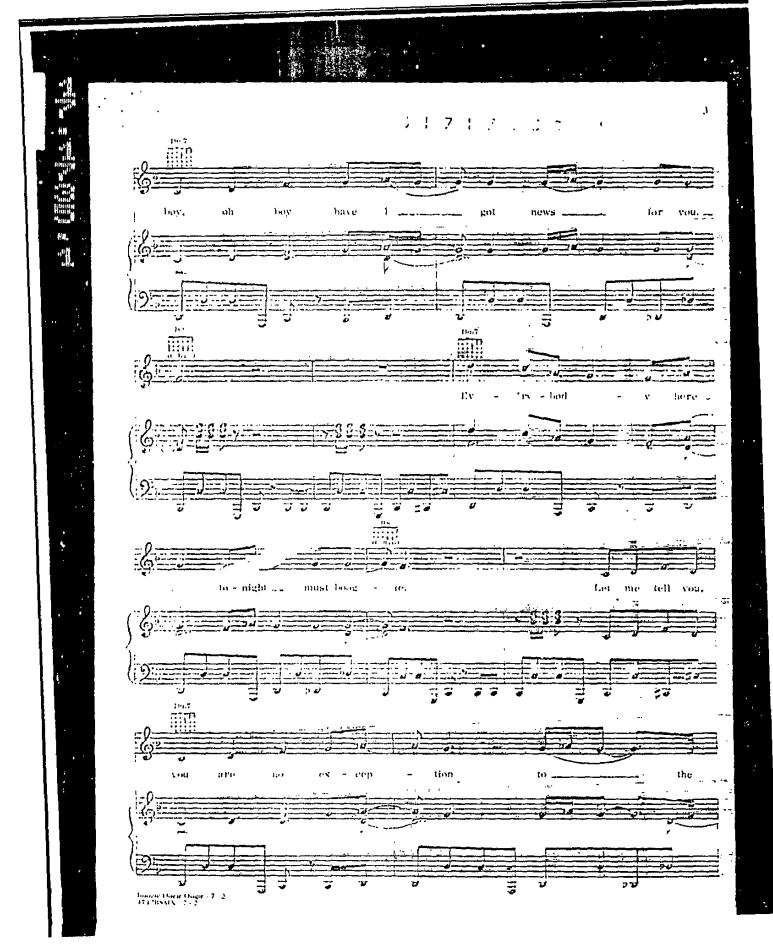
TO DECLARATION OF VICTORIA DUTSCHMANN

# **BOOGIE OOGIE OOGIE**

This confidency is several under the revision of the Copyright Office in accordance with the prevision of section at 10(a) of this 17, United States Code, attests that copyright represents the several process of the work admitted below the religionship of this 17, United States Code, attests that copyright the religionship is a transfer of the work admitted below the religionship of			
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DO NOT WRITE ADDUCTIONS UNITS.  IT THE OTTHIS WORK  BOOGIE OOGIE  PILVIOUS OR AITENSTITUTIFIES.  IMPORTANT: Under the tase the public of a man make to the an ignorable the entire of the protection of the public o	Ministration of the second of	Office in accordance with the provisions of section 410(a) of title 17, United States Code, attests that copyright registration has been made for the work identified below. The information in this certificate has been made a part of the Copyright Office records.  Barbara Ringer  Register of Copyrights.	PA 5-715  PA PAU  [IFEGINEDA'S OF HEGISTRATION  MA 4 2 1978
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AGREEMENT mede on Aprill 7. 1981 between BROADCAST MUSIC, INC. "BMI"). a New York corporation, whose address is 320 West 57th Street, New York, N.Y. 10010 and CONDUCTVE NUSTC THE.

California Corporation

.. KONKENEYN, whose address is clo Parks, Allems and Palmer 100 South Beventy De 18100 Beverly Hills, California . 90212

WITNESSETH:

to March 31, 1983 to March 31, 1983 and continuing thereafter for additional periods of five (5), years each unless terminated by either party at the end of such initial period, or one such additional five (5) year period, upon notice by registered or certified mail not more than six (6) months or less than three (3), months prior to the such of any

SECOND: As used in this agreement, the word "works" shall mean:

A. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, now owned or copyrighted by Publisher or in which Publisher owns or controls performing rights, and

B. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-mutical work) whether published or unpublished, in which hereafter during the term Publisher acquires ownership or copyright or ownership or control of the performing rights, from and after the date of the sequisition by Publisher of such ownership or control.

THIRD: Except as otherwise provided herein, Publisher Lereby sells, assigns and transfers to BMI, its successors or assigns, for the term of this agreement:

A. All the rights which l'ulvisher owns or acquires publicly to perform, and to license others to perform, anywhere in the world, any part or all of the works. ...

B. The non-exclusive right to record, and to license others to record, any part or all of any of the works on electrical transcriptions, wire, tape, him or otherwise, but only for the purpose of performing such work publicly by recall of radio and televiation or for archive or audition purposes and not for sale to the public or for synchronization (1) with motion pictures intended primarily for theatrical exhibition or (2) with programs distributed by means of syndication to broadcarting stations.

C. The non-exclusive right to adapt or arrange any part or all of any of the works for performance purposes, and to license others to do so. \_ ...

FOURTH:

A. The rights of anted to BMI by subparagraph A of paragraph THIRD hereof shall not include the right to perform or license the performance of more than one, song or aris, from a dramatic or dramatical work which is an opera, operate, or musical show or more than five (5) minutes from a dramatic or dramatic or musical work which is a halter if such performance is accompanied by the dramatic action, continues or experse of that dramatic action, continues or scenery of that drametic or dramatico-musical work.

B. I'ublisher, together with all the writers and co-publishers, if any, shall have the right jointly, by written notice to BMI, to exclude from the grant made by subparagraph A of paragraph THIRD hereof performances of works comprising more than thirty (30) minutes of a dramatic or dramaticorousical work, but this right shall not apply to such performances from (1) a score originally written for and performed as part of a meatrical or delevision flim, (2) a score originally written for and performed as part of a radio or television program, or (3) the original cast, sound track or similar allum of a dramatic or dramaticis waste work.

C. Publisher retains the right to issue non-exclusive licenses for performances of a work of works (other than to another performing rights licensing organization); provided that within ten (10) days of the issuance of such license BMI is given written notice of the titles of the works and the nature of the performances so licensed by Publisher.

FIFTH:

As full consideration for all rights granted to BMI hereunder and as accurity therefor, BMI agrees to make the following psyments to Publisher with respect to each of the works in which BMI has performing rights:

(1) For performances of works on broadcasting stations in the United States, its territories and possessions EMI will pay amounts calculated pursuant to BMI's them standard practices then the current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. The number of performances for which Publisher shall be entitled to payment shall be estimated by BMI in accordance with its then current system of computing the number of such performances.

It is acknowledged that BMI licenses the works of its affiliates for perform money non-broadcasting means, but that unless and until such time as feasible methods can be devised for labula-tion of and payment for such performances, payment will be based solely on broadcast performances. In the event that during the term of this agreement BMI shall es ablish a system of separate payment for non-broadcasting per-formances. BMI shall pay Publisher upon the basis of the those current performance rates generally paid by BMI to its other affiliated publishers for similar performances of similar compositions.

(2) For performances of works outside of the United States, its territorize and posarasions BMI will pay to Publisher all movies received by BMI in the United States from any performing rights lineusing organization which are designated by such organization as the publisher's chare of foreign performance royalties earned by any of the works after the deduction of BMI's then current handling charge applicable to its affiliated publishers.

(3) In the case of works which, or rights in which, are owned by Publisher jointly with one or more other publishers who have granted performing rights therein to BMI, the sum payrole to Publisher under this subparagraph A shall be a pro-rate share determined on the basis of the number of publishers, unless BMI shall have secrived from Publishers a copy of an agreement or other document signed by all of the publishers. providing for a different division of paymont.

b. Notwithstanding the foregoing provisions of this paragraph FIFTH, BMI shall have not obligation to make payment hereander with respect to (1) any performance of a work which because prior to the Jule on which HMI shall lowe received from Publisher all of the material with respect to such work referred to in subparagraph A of paragraph TENTH hereof, and in the case of foreign performances, the information referred to in subparagraph B of paragraph FOURTEENTH light of, or (21 may performance as to which a direct license as de-

.. suribed, in, subparagraph, G. of, paragraph, FOURTH hursof has been granted by Publisher, its en-publisher or the SIXTHER BAIL will turn is halomenta to Publisher at least twice during each year of the term showing the number of performances of the works as computed pursuant to subparagraph A(1) of paragraph FIFTH hereof, and at least once during each year of the term showing the moniter received by BMI referred to in subparagraph A(2) of a magazing the proper deductions, if any, for advances or amounts due to BMI from Publisher. consists a paper or off, a treatment in the feet of the property of the proper A: Nothing in this agreement requires BMI to continue to license the works subsequent to the termination of this agreement. In the event that BMI continues to license any or all of the works, however, BMI shall continue to make payments to Publisher for so long as Publisher does not make or purport to make directly or indirectly any grant of performing rights in such works to any other licensing, organization. The amounts of auch payments shall be calculated pursuant to BMI's, then current standard practices upon the basis.

Performance rates generally paid by BMI to its affiliated publishers for similar, performances of a Publisher agrees to notify BMI by registered or certified mail of any grant or purported grant.

or indirectly of performing rights to any other performing rights organization within ten (10) days from the making of such grant or purported grant and if Publisher fails so to inform BMI thereof and BMI makes payments to Publisher for any perfod after the making of any such grant or purpoyted grant, Publisher agrees to rapey to BMI all amounts so paid by BMI promptly on demand, In addition, if BMI inquires of Publisher by, registered or certified mail, addressed to Publisher as to the mailing of such inquiry that Publisher has not made any auch grant or purported grant. BMI may, from and after such date, discontinue making any payments to Publisher.

B. BMI's obligation to continue payment to Publisher the termination of this agreement. JE GITHER B. BMI's obligation to continue payment to Publisher ofter the termination of this agreement for performances outside of the United States, its territories and possessions shall be dependent upon BMI's receipt in the United States of payments designated by foreign performing rights licensing organizations as the publisher's share of foreign performance royalties carned by any of the works. Payment of such foreign royalties shall be subject to deduction of BMI's then current handling charge applicable to its affiliated publishers. ment from a performing rights licensing organization of the sumitated publisher.

Let the complete the event that BMI has reason to believe that Publisher will receive on is receiving payment from a performing rights licensing organization of their than BMI for or based on United States performances he works during a period when such works were licensed by BMI pursuant to this agreement, BMI at a to withhold payment for such performances from Publisher until receipt of evidence satisfactory to BMI of the amount so paid to Publisher by such other organization or that Publisher has not been so paid. In the event that Publisher, has been so paid, the monies payable by BMI to Publisher for such performances during such a revised shall be reduced by the argument of the resument from such other consistation in the sevent has Published does period shall be reduced by the amount of the payment from such other organization. In the event that Publisher does not supply such evidence within eighteen (18) months from the date of BMI's request therefor, BMI shall be under no obligation to make any payment to Publisher for performances of such works during such period 1. 1159 ... EIGHTR: In the event that this agreement shall terminate at a time when, after crediting all carnings reflected by the statements rendered to Publisher prior to the effective date of such terminalion; there is an indebte educate from Publisher to BMI, for advances of otherwise, wich termination shall not be effective way and the educate to the effective way and the educate way and the publisher or unit sixty (60), days after a statement is rendered by BMI at its normal accounting fiction showing HERE that the amount of such indebtedness has been fully recouped by BMI. at anystime, any work which in BMI's opinion (1) it similar to a previously existing composition and 'might' education and might lead to a claim of unifir compelition, or (3) is offensive, in bad taste or against public morals, or (4) is not reasonably suitable for performance.

B. In the care of works which in the opinion of BMI's re-based on compositions in the public domestic to publisher, either (1) to evolude any such work from a notice to Publisher, either (1) to evolude any such work from that a performance thereof, a provided from this agreement pulsuant to subparagraph A or B of this paragraph NINTIL, or pursuant to subparagraph. Got paragraph To LIFTH hereof, all rights of BMI's paragraph NINTIL, or pursuant to subparagraph for publisher, in the event that any work is classified to respect to the often of such exclusion given by BMI to Publisher. In the event that a work is classified for less than full credit under subparagraph B(2) of this paragraph NINTIL, proper of the credit allocated to such work, to terminate all rights in such work granted to BMI suctice to Publisher of the credit allocated to such work, to terminate all rights in such work granted to BMI and the right is pursuant to subparagraph and the remains all rights in such work granted to BMI and the right is pursuant to the remains all rights in such work granted to BMI and the right is been and all such rights of BMI in such work shall revert to Publisher thirly (30) days after the dote of such notice from Publisher to BMI in such work shall revert to Publisher thirly (30) days after the dote of such notice from Publisher to BMI in such work shall revert to Publisher thirly (30) days after the dote of such notice from Publisher to BMI in such work shall revert to Publisher thirly (30) days after the dote of such notice from Publisher to BMI in such work shall revert to Publisher thirly (30) days after the dote of such notice from Publisher to BMI in such work shall revert to Publisher thirly (30) days after the dote of such notice fr warm no the car p feAr BMI shall have the right; open written notice to Parlisher, th exclude from this agreement, from Publisher to IML action has been accomplished or consocial or consocial professional expensions of the front and which the published of recorded bommercially or synchronized with mortion picture of television film of tape of which Publisher considers likely to be mercially of synchronized with motion picture of television fails of value a state of which a substitution of the performed Publisher agrees to furnish to BMI states Activations, and and states of a constitution of a constitutio or other written or printed copy of such work is hased on a composition in the public domain, a legible lead sheet or other written or printed copy of such work setting forth the lyrics, if any, and music correctly metered; provided that with respect to all other works, such copy need be furnished only if requested by BMI pursuant to subsection [c], of subparegraph, D(2) of this paragraph TENTH. (3) If such work has been or shall be synchronized with or otherwise used in connection with motion picture or television film or tape, a cut showing the title, composers, publisher and nature and duration of the work in such film or tape. B. Publisher shall submit the material described in subparagraph A of this paragraph TENTIS wile respect to works heretofore published, recorded or synchronized within ten (10) days after the execution of this agreement and with respect to any of the works hereafter so published, recorded, synchronized or likely to be performed prior to the date of publication or release of the recording, film or tape, or anticipated performance. C. The submission of each clearance sheet or cue sheet shall constitute a warranty by Publisher that all of the information contained thereon is true and correct and that no performing rights in any of the works listed thereon has been granted to or reserved by others except as specifically set forth therein. D. Publisher, agrees to companies to grap the second (1) To secure and maintain copyright protection of the works pursuant to the Copyright Law of the United States and pursuant to the laws of such other nations of the world where such protection is

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allarded; and to give BMI prompt written notice of the dute and number of copyright registration and/or renewal of each work registered in the United States Copyright Office.
                                                                                                                                                                                                                                                                                                                                                                                                                     رد سده بازدند
مطالب کوکار و دعائم کامران درای
                                                        (a) To register each unpublished and published work in the United States Copyright Office pursuant to the Copyright Law of the United States.
                                                       (b) To record in the United States Copyright Office in accordance with the Copyright Law of the United States any agreements, assignments, instruments or documents of any kind by which Publisher obtained the right to publicly perform and/or the right to publish or sub-publish any of
                                                        the works.

(c) To obtain and deliver in BMI copies of: unpublished and published works; copyright registration and/or renewal certificates issued by the United States Copyright Office; any of the documents referred to in sub-section (b) above.
                                                       the works.
                                                       E. Publisher agrees to give BMI prompt notice by registered or certified mail in each instance when, pursuant to the Copyright Law of the United States, (1) the rights granted to BMI by Publisher in any work shall revert to the writer's representative, or (2) copyright protection of any work shall terminate.
                                                                                                                                                          A. Publisher warrants and represents that:

A. Publisher has the right to enter into this agreement. Publisher is not bound by any prior A. Publisher has the right to enter into this agreement, Publisher to BMI herein are the sole undertakings herein if he rights granted by Publisher to BMI herein are the sole.

I with rights will be and are free from all encumbinances and into purson, him, in purson, him.
                                                                                       ELEVENTH: Publisher warrants and represents that:
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                                                     B. Except with respect to works in which the possession of performing rights by another person, form, corporation or amediation is specifically set forth on a clearance sheet or one sheet submitted to BMI pursuant to subparagraph A of peragraph TEATH hereof, Publisher has exclusive performing rights in each of the works by to subparagraph A of peragraph TEATH hereof, Publisher has exclusive performing rights in each of the works by
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                                                          indemnified, BMI shall have the right, from the date thereof, to exclude the work with respect to which a claim is made from this surrement and/or to withhold payment of, all sums which may become due pursuant to this agreement and/or to withhold payment of, all sums which may become due pursuant to this agreement.
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                                                           i-Pablisher thereof, Nothing herein contained, however, shall be deemed to restrict Publisher from assigning to its
i-Publisher thereof. Nothing herein contained, however, shall be deemed to restrict Publisher from assigning to its therein publisher or representative the right to dollect a part or all of the publishers' performance royalites earned by any origidal the works in any foreign territory as particulan agreement for the publication, exploitation of such works in any foreign territory as particulan agreement for the publication, exploitation of such works in any foreign territory. Such as interest with a performing such territory, whether or upt BMI has interest into such a contract with a performing rights licensing organization covering such territory. Such notice when publication, exploitation or other rights in any or all of the works are granted for any foreign territory. Such notice shall set forth the title of the work, the country or countries involved, the period of such grant, the name of the person, firm, corporation or association entitled to collect performance royalities carned in the foreign territory and the amount of such share. Within ten (10) days after the execution of this agreement Publisher agrees to submit to BMI, in writing, a share. Within ten (10) days after the execution of this agreement Publisher agrees to submit to BMI, in writing, a list of all works as to which Publisher has prior to the effective date of this agreement granted to any foreign territory.

Color the event that BMI transmits to Publisher performance royalties designated as the writer's
                                                                                                                                                             Colo the event that BMI transmits to Publisher performance rayalties designated as the writer's
                                                                       share of performance royalties carred by any of the works in any foreign territory. Publisher shall promptly pay such royalties to the writer or writers of the works involved. If Publisher is unable for any reason to locate and make
                                                                           payment to any of the writers involved within six (6) months from the date of reveipt, the amounts due such writers shall be returned to BMf.
                                                                                                                                 nles, will not directly ay indirectly, during the term of this agreement:
                                                                                                                                                                                                                  [13] Solicit or accept payment from or on behalf of authors for composing music for
                                                                             lyrics, or from or on behalf of composers for writing lyrics to music.
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payments to be made by or on behalf of such componers or authors for reviewing, arranging, promotion, publication, recording or any other services connected with the exploitation of any composition.

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(3) Permit Publisher's name, or the fact of its affiliation with BMI, to be used by any other person, firm, corporation or association engaged in any of the practices described in subparagraphs A(1) and A(2) of this paragraph FIFTEENTH.

(4) Submit to BM, as one of the works to come within this agreement, may musted composition with respect to which any payments described in subparagraphs A(1) and A(2) of this paragraph FIFTEENTH have been made by or on behalf of a composer or author to any person, firm, corporation or association.

B. Publisher agrees that Publisher, its agents, employees or representatives will not directly or indirectly during the term of this agreement make any effort to ascertain from or offer any indocement or consideration to, anyone, including but not limited to any broadcasting licensee of BMI or to the agents, employees or representatives of BMI or of any such licensee, for information regarding the time or times when any such BMI licensee is to report its performances to BMI, or to attempt in any way to manipulate performances or affect the representative character or occuracy of BMI's system of sampling or logge x performances.

C. Publisher agrees to notify BMI promptly in writing (1) of any change of firm name of Publisher, stud (2) of any change of twenty percent (20%) or more in the ownership thereof.

D. In the event of the violation of any of the provisions of subparagraphs A, B or C of this paragraph FIFTEENTH, BMi-shall have the right, in its sole discretion, to terminate this agreement by giving Publisher at least thirty (30) days' notice by registered or contilled mail. In the event of such termination, no payments shall be due to Publisher pursuant to paragraph SEVENTH hereof.

SIXTEENTH: In the event thu during the term of this agreement (1) mail addressed to Publisher at the last address furnished by it pursuant to paragraph TWENTIETH hereof shall be returned by the post office, or (2) monies shall not have here earned by Publisher pursuant to paragraph FIFTH hereof for a period of two consecutive years or more, or (3) the proprietor, if Publisher is a sole proprietorship, shall die, BMI shall have the right to terminate this agreement on at least thirty (30) days, notice by registered or certified mail addressed to the last address furnished by Publisher pursuant to paragraph TWENTIETH hereof and, in the case of the death of a sole proprietor, to the representative of said proprietor's estate, if known to BMI. In the event of such termination, no payments shall be due Publisher pursuant to paragraph SEVENTH hereof.

COVENTEENTM. Publisher acknowledges that the rights obtained by it pursuant to this agreement.

no payments shall be due Publisher pursuant to parigraph SEVENTH benof.

SEVENTEENTH: Publisher acknowledges that the rights obtained by it pursuant to this agreement constitute rights to payment of money and that during the term BMI shall hold absolute title to the performing rights granted to BMI hereunder. In the event that during the term Publisher shall file a petition in bankruptcy, such a petition shall be filed against Publisher, Publisher shall make an assignment for the benefit of creditors, Publisher shall file a petition for corporate reorganization or arrangement under the United States bankruptcy laws, Publisher shall institute or shall have instituted against it said other insolvency proceeding under the United States bankruptcy laws or said partners of said partners aball have theretofore been submitted to BMI and shall subrogate Publisher's trustee in bankruptcy or receiver and any subsequent purchasters from them to Publisher's right to payment of money for said works in accordance with the terms and conditions of this agreement.

EIGHTLEATH: Any controversy or claim aliaing out of, or relating to, this agreement or the breach thereof, shall be actived by arbitration in the City of New York, in accordance with the Rules of the American Arbitration Association, and judgment upon the award of the arbitrator may be entered in any court having jurisdiction thereof. Such award shall include the fixing of the expenses of the arbitration, including reasonable attorney's fees, which shall be borne by the unsurcessful party.

NINETEENTH: Publisher agrees that it shall not, without the written consent of BMI, assign any of its rights hereunder. No rights of any kind against BMI will be acquired by the assigner if any such purported assigns ment is made by Publisher without such written consent.

TWENTIFIH: Publisher agrees to notify BMI's Department of Performing Rights Administration promptly in writing of any change in its address. Any notice sent to Publisher prisonant to the terms of this agreement shall be valid if addressed to Publisher at the last address so furnished by Fublisher.

TWENTY-FIRST: This agreement cannot be epanged ordity and shall be governed and construed persuant to the laws of the State of New York.

TWENTY-SECOND: In the event that any part or parts of this agreement are found to be void by a court of competent jurisdiction, the remaining part or parts shall nevertheless be binding with the same force and effect as if the void part or parts were deleted from this agreement.

TWENTY-THIRD: This agreement, as of its effective date, cancels and supersides the agreement between the parties dated. May 14, 1980 min. such and all modifications thereof (herein called the "Superseded Agreement"). All works embraced by the Superseded Agreement shall be deemed embraced by this agreement.

It is agreed that any part of any advances heretofore made to Publisher pursuant to the Supersaded Agreement which shall not have been recouped by performances of weeks up to the effective date of this agreement shall be decired to be all powers against all monies which may become payable to Publisher pursuant to this agreement and any extensions or modifications thereof or substitutions therefor.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

भारतीयम्बर्गात्रस्य । स्टब्स्यान्य स्टब्स्यान्य । स्टब्स्यान्य । स्टब्स्यान्य । स्टब्स्यान्य स्टब्स्यान्य । स्टब्स्यान्य स्टब्स्यान्य । स्टब्स्यान्य स्टब्स्यान्य ।

THE PROPERTY OF THE PARTY OF TH

BROADCAST MUSIC, INC.

ACCOUNTED HUSIC; INC.

(Title of Sigher) President

"Janica M. Johnson

10/00 A

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19	CV-02637-DRH-AKT Document 29-8 Filed 07/10/20 Page 16 of 176 Pag
45, 44 1735, 1	November 3, 1995  AGREEMENT made on
<b>对</b> 是	New York corporation, whose address is 320 West 57th Street, New York, N.Y. 10019-3790 and
50.	SPIRIT ONE MUSIC A Division Of Spirit Music Group Inc
	DELAWARE corporation
94.  }	("Publisher"), whose address is 137 Fifth Avenue 8th Floor
<i>k</i>	New York, NY 10010
ger-	WITNESSETH:
1985 2005	FIRST: The term of this agreement shall be the period from January 1, 1995
9. 27.	December 31, 1999
	December 31, 1999 and continuing thereafter for additional periods of five (5) years each unless (criminated by either party at the end of such initial period or any additional period, upon notice by registered or certified mail not more than six (6) months or less than three (3) months prior to the end of any such period.
	SECOND: As used in this agreement, the word "Work" or "Works" shall mean:
no. Meži	A. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatic or musical work) whether published or unpublished, now award or copyrighted by Publisher or in which Publisher awas or controls performing rights, and
2 * 1	B. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, in which hereafter during the term Publisher acquires ownership of copyright or ownership or control of the performing rights. From and after the date of the acquisition by Publisher of such ownership or control.
	THIRD: Except as otherwise provided herein, Publisher hereby sells, assigns and transfers to BMI, its successors or assigns, for the term of this agreement:
sir. Messar II	At the rights which Publisher owns or acquires publicly to perform, and to license others to perform, anywhere in the world, any part or all the Works.
	B. The non-exclusive right to record, and to license others to record, any part or all of any of the Works on electrical transcriptions, wire, tape, film or otherwise, but only for the purpose of performing such Work publicly by means of radio and television or for archive or audition purposes. This right does not include recording for the purpose of sale to the public or for the purpose of synchronization (1) with motion pictures intended primarily for the atrical exhibition or (2) with programs distributed by means of syndication to broadcasting stations, cable systems or other smaller distribution outlets.
i L	C. The non-exclusive right to adapt or arrange suy part or all of any of the Works for performance purposes, and to license to the so.
	FOURTH: Notwithstanding the provisions of subparagraph A of paragraph THIRD hereof:
troda. Gelya	A. The rights granted to BMI by said subparagraph A shall not include the right to perform or license the performance of more than one song or aria from a dramatic or dramatico-musical work which is an opera, operatio or musical show or more than five (5) minutes from a dramatic or dramatico-musical work which is a hallet, if such performance is accompanied by the dramatic action, costumes or scenery of that dramatic or dramatico-musical work.
	B. Publisher, together with all the writers and co-publishers, if any, shall have the right Jointly, by written notice to BMI, to exclude from the grant made by subparagraph A of paragraph THRD hereof performances of Works comprising more than thirty (30) minutes of a dramatic or dramatico-musical work, but this right shall not apply to such performances from (4) a score originally written for or performed as part of a theatrical or television film, (2) a score originally written for or performed as part of a radio or television program. (3) the original east, sound track or similar album of a dramatic or dramatico-musical work.
	L. Publisher, the writers and/or co-publishers, if any, retain the right to issue non-exclusive licenses for performances of a W. rh W. rat or the United States, its territories and possessions (other than to another performing rights licensing organization), provided that within one time days of the insuance of such license BMI is given written notice thereof and a copy of the license is supplied to BMI.
	Юлн
	A. As full consideration for all rights granted to BMI becounder and as security therefor, BMI agrees to make the following payments to Publisher with respect to each of the Works in which BMI has performing rights:
	(1) For radio and television performances of Works in the United States, its territories and possessions, BMI will pay amounts calculated pursuant to BMI's then standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. The number of performances for which Publisher shall be exitated to payment shall be estimated by BMI in accordance with its then current system of computing the number of such performances.
	Publisher acknowledges that BMI liceuses performances of the Works of its affiliates by means other than on radio and television, but that unless and until such time as methods are adopted for tabulation of and payment for such performances, payment will be basel solely on performances in those media and locations then currently surveyed. In the event that during the term of this agreement BMI shall establish a system of separate payment for performances by means other than radio and television. BMI shall pay Publisher upon the basis of the then current performance rates generally paid by BMI to its other affiliated publishers for similar performance. It imitar compositions.
•	(2) For performances of Works outside of the United States, its territories and possessions. BMI will pay to Publisher

The States of the United States from any performing rights licensing organization which are designated by such organization is the Latter of the States of foreign performance royalties earned by any of the Works after the deduction of BMI's then current handling (have read or in to its affillated publishers and in accordance with BMI's then standard practices of payment for such performances.

(3) In the case of Works which, or rights in which, are owned by Publisher jointly with one or more other publishers, the sum payable to Publisher under this subparagraph A shall be a pro-rata share determined on the basis of the number of publishers, unless BMI shall have received from Publisher a copy of an agreement or other document signed by all of the publishers providing for a defining the publisher across the publishe different division of payment.

B. Notwithstanding the provisions of subparagraph A of this paragraph FIFTH, BMI shall have no obligation to make payment hereunder with respect to (1) any performance of a Work which occurs prior to the date on which BMI shall have received from

Publisher of all the material with respect to such Work referred to in subparagraph A of paragraph TENTH hereof, and in the case of foreign performances, the information referred to in subparagraph B of paragraph FOURTEENTH hereof, or (2) any performance of a Work as to which a direct license as described in subparagraph C of paragraph FOURTH hereof has been granted by Publisher, its co-publishers or the writers, or (3) any performance for which no license fees shall be collected by BML or (4) any performance of a Work which Publisher claims was either omitted from or miscalculated on a royalty statement and for which BMI shall not have received written notice from Publisher of such claimed omission or miscalculation within film (9) months of the date of such statement.

SIXTH: In accordance with BMI's then current standard practices, BMI will furnish periodic statements to Publisher during each year of the term showing the monies due pursuant to subparagraph A of puragraph FIFTH hereof. Each such statement shall be accumpanied by payment of the sum thereby shown to be due to Publisher, subject to all proper deductions, if any, for taxes, advances or amounts due to BMI from Publisher.

#### SEVENTH:

- A. Nothing in this agreement requires BMI to continue to license the Works subsequent to the termination of this agreement. In the event that BMI continues to license Publisher's interest in any Work, however, BMI shall continue to make payments to Publisher for such Work for so long as Publisher does not make or purport to make directly or indirectly any grant of performing rights in such Work to any other licensing organization. The amounts of such payments shall be calculated pursuant to BMI's then current standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. Publisher agrees to notify BMI by registered or certified mail of any grant or purported grant by Publisher directly or Indirectly of performing rights to any other performing rights organization within ten (10) days from the making of such grant or purported grant and if Publisher falls so to inform BMI thereof and BMI makes payments to Publisher for any perhod after the making of any such grant or purported grant, Publisher agrees to repay to BMI all amounts so paid by BMI promptly with or without demand by BMI. In addition, if BMI inquires of Publisher hy registered or certified mail, addressed to Publisher's tast known address, whether Publisher has made any such grant or purported grant and Publisher fails to confirm to BMI by registered or certified mail within thirty (30) days of the mailing of such inquiry that Publisher has not made any such grant or purported grant, Publisher has not made any such grant or purported grant, Publisher has not made any such grant or purported grant and Publisher fails to confirm to BMI by registered or certified mail within thirty (30) days of the mailing of such inquiry that Publisher has not made any such grant or purported grant to Publisher.
- B. BMI's obligation to continue payment to Publisher after the termination of this agreement for performances outside of the United States, its territories and possessions, of Works which BMI continues to license after such termination shall be dependent upon BMI's receipt in the United States of payments designated by foreign performing rights licensing organizations as the publisher's share of foreign performance royalties earned by the Works. Payment of such foreign royalties shall be subject to deduction of BMI's then current handling charge applicable to its affiliated publishers and shall be in accordance with BMI's then standard practices of payment for such performances.
- C. In the event that BMI has reason to believe that Publisher will receive, or is entitled to receive, or is receiving payment from a performing rights licensing organization other than BMI for or based on United States performances of one or more of the Works during a period when such Works were licensed by BMI pursuant to this agreement, BMI shall have the right to withhold payment for such performances from Publisher until receipt of evidence satisfactory to BMI that Publisher was not or will not be so paid by such other organization. In the event that Publisher was or will be so paid or does not supply such evidence within eighteen (18) months from the date of BMI's request therefor, BMI shall be under no obligation to make any payment to Publisher for performances of such Works during such period.
- EIGHTH: In the event that this agreement shall terminate at a time when, after crediting all earnings reflected by statements rendered to Publisher prior to the effective date of such termination, there remains an uncarned halance of advances paid to Publisher by BMI, such termination shall not be effective until the close of the calendar quarterly period during which (A) Publisher shall repay such uncarned halance of advances, or (B) Publisher shall notify BMI by registered or certified mall that Publisher has received a statement rendered by BMI at its normal accounting time showing that such uncarned halance of advances has been fully recouped by BMI.

#### NINTH

- A. BMI shall have the right, upon written notice to Publisher, to exclude from this agreement, at any time, any Work which in BMI's opinion is similar to a previously existing composition and might constitute a copyright infringement, or has a title or music or lyric similar to that of a previously existing composition and might lead to a claim of unfair competition.
- B. In the case of Works which in the opinion of BMI are based on compositions in the public domain, BMI shall have the right, at any time, upon written notice to Publisher, either (I) to exclude any such Work from this agreement, or (2) to classify any such Work as entitled to receive only a stated fraction of the full credit that would otherwise be given for performances thereof.
- C. In the event that any Work is excluded from this agreement pursuant to subparagraph A or B of this paragraph NINTH, or pursuant to subparagraph C of paragraph TWELFTH hereof, all rights of BMI in such Work shall automatically revert to Publisher ten (10) days after the date of the notice of such exclusion given by BMI to Publisher. In the event that a Work is classified for less than full credit under subparagraph B(2) of this paragraph NINTH, Publisher shall have the right, by giving notice to BMI within ten (10) days after the date of BMI's notice to Publisher of the credit allocated to such Work, to terminate all rights in such Work granted to BMI herein and all such rights of BMI in such Work shall thereupon revert to Publisher.

#### TENTH

- A. With respect to each of the Works which has been or shall be published or recorded commercially or synchronized with motion picture or television film or tape or which Publisher considers likely to be performed. Publisher agrees to furnish to BMI:
- (1) A c. apleted clearance form available in blank from BMI, unless a cue sheet with respect to such Work is furnished pursuant to subparagraph A(3) of this paragraph TENTH.
- (2) If such Work is based on a composition in the public domain, a legible lead sheet or other written or printed copy of such Work setting forth the lyrics, if any, and music correctly metered; provided that with respect to all other Works, such copy need be furnished only if requested by BMI pursuant to subsection (b) of subparagraph (b(2) of this paragraph TENTH.
- (3) If such Work has been or shall be synchronized with or otherwise used in connection with motion picture or television film or tape, a cue sheet showing the title, writers, publisher and nature and duration of the use of the Work in such film or tape.
- B. Publisher shall submit the material described in subparagraph A of this paragraph TENTH with respect to Works heretufore published, recorded or synchronized within ten (10) days after the execution of this agreement and with respect to any of the Works hereafter so published, eccorded, synchronized or likely to be performed prior to the date of publication or release of the recording, film or tape or anticipated performance.
- C. The submission of each clearance form or one sheet shall constitute a warranty and representation by Publisher that all of the information contained thereon is true and correct and that no performing rights in any of the Works listed thereon have been granted to or reserved by others except as specifically set forth therein.

### D. Publisher agrees:

(1) To secure and maintain copyright protection of the Works pursuant to the Copyright Law of the United States and pursuant to the laws of such other nations of the world where such protection is afforded; and to give BMI, upon request, prompt written notice of the date and number of copyright registration and/or renewal of each Work registered in the United States Copyright Office.

#### (2) At BMII's request:

- (a) To register each unpublished and published Work in the United States Copyright Office pursuant to the Copyright Law of the United States.
- (b) To obtain and deliver to BMI copies of: unpublished and published Works; copyright registration and/or renewal certificates issued by the United States Copyright Office; any agreements, assignments, instruments or documents of any kind by which Publisher obtained the right to publicly perform and/or the right to publish, co-publish or sub-publish any of the Works.
- E. Publisher agrees to give BMI prompt notice by registered or certified mail in each instance when, pursuant to the Copyright Law of the United States, (1) the rights granted to BMI by Publisher in any Work shall revert to the writer or the writer's representative, or (2) copyright protection of any Work shall terminate.

#### ELEVENTH: Publisher warrants and represents that:

- A. Publisher has the right to enter into this agreement; Publisher is not bound by any prior commitments which conflict with its undertakings herein; the rights granted by Publisher to BMI herein are the sole and exclusive property of Publisher and are free from all adverse encumbrances and claims; and exercise of such rights will not constitute infringement of copyright or violation of any right of, or unfair competition with, any person, firm, corporation or association.
- B. Except with respect to Works in which the possession of performing rights by another person, firm, corporation or association is specifically set forth on a clearance form or one sheet submitted to BMI pursuant to subparagraph A of paragraph TENTH hereof, Publisher has performing rights in each of the Works by virtue of written grants thereof to Publisher signed by the authors and composers or other owners of such Work.

#### TWELFTH:

a. Bereit

- A. Publisher agrees to defend, indemnify, save and hold BMI, its licensees, the advertisers of its licensees and their respective agents, servants and employees, free and harmless from and against any and all demands, loss, damage, suits, judgments, recoveries and costs, including counsel fees, resulting from any claim of whatever nature arising from or in connection with the exercise famy of the rights granted by Publisher in this agreement; provided, however, that the obligations of Publisher under this paragraph TWPLFTH shall not apply to any matter added to, or changes made in, any Work by BMI or its licensees.
- B. Upon the receipt by BMI or any of the other parties berein indemnified of any notice, demand, process, papers, writ or pk ading, by which any such all in, demand, suit or proceeding is made or commenced against them, or any of them, which Publisher shall be obliged to defend bereunder. BMI shall, as soon as may be practicable, give Publisher notice thereof and deliver to Publisher such papers or true copies thereof, and BMI shall have the right to participate and direct such defense on behalf of BMI and/or its licensees by counsel of its own choice, at its own expense. Publisher agrees to cooperate with BMI in all such matters.
- C. In the event of such notification of claim or service of process on any of the parties berein indemnified, BMI shall have the right, from the date thereof, to exclude the Work with respect to which a claim is made from this agreement and/or to withhold payment of all sums which may become due pursuant to this agreement or any modification thereof until receipt of satisfactory written evidence that such claim has been withdrawn, settled or adjudicated.

THRTEENTH: Publisher makes, constitutes and appoints BMI, or its nominee, Publisher's true and lawful attorney, irrevocably during the term hereof, in the name of BMI or that of its nominee, or in Publisher's name, or otherwise, in BMI's sole judgment, to do all acts, take all proceedings, and execute, acknowledge and deliver any and all instruments, papers, documents, process or pleadings that, in BMI's sole judgment, may be necessary, proper or expedient to restrain infringement of and/or to enforce and protect the rights granted 1. Put Bish if here, ader, and to recover damages in respect of or for the infringement or other violation of said rights, and in BMI's sole judgment, pan Por lisher and/or others in whose names the copyrights to any of the Works may stand, and to discontinue, compromise research to the foreign of the majority of the disputes in relation to the Works; provided that any action or proceeding commenced by BMI pursuant to the provisions of this paragraph THIRTEENTH shall be at its sole expense and for its sole benefit. Notwithstanding the foregoing, nothing in this paragraph THIRTEENTH requires BMI to take any proceeding or other action against any person, firm, partnership or other entity or any writer or publisher. Whether or not affiliated with BMI, who Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder. In addition, Publisher:

Works of the research and agrees that the licensing by BMI of any musical compositions which Publisher claims may be infringing. Publisher's Works or otherwise violating the rights granted by Publisher an infringement of Publisher's Works or the provision of the solution of the disputer of Publisher's Works or the provision of the disputer of Publisher's Works or a triangle of Publisher's Works or otherwise violating the rights granted by Publisher and infringement of Publisher's Works or a triangle.

#### FOURTLENIE:

- A. It is acknowledged that BMI has heretofore entered into, and may during the term of this agreement enter into, contracts with performing rights licensing organizations for the licensing of public performing rights controlled by BMI in territories outside of the United States, its territories and possessions (herein called "Foreign Territories"). Upon Publisher's written request, BMI agrees to permit Publisher to grant performing rights in any or all of the Works for any Foreign Territory for which, at the time such request is received, BMI has not entered into any such contract with a performing rights licensing organization; provided, however, that any such grant of performing rights by Publisher shall terminate at such time when BMI shall have entered into such a contract with a performing rights licensing organization covering such Foreign Territory and shall have notified Publisher thereof. Nothing herein contained, however, shall be deemed to restrict Publisher from assigning to its foreign publisher or representative the right to collect a part or all of the publishers all of the Works in any Foreign Territory as part of an agreement for the publication, exploitation organization covering such territory, whether or not BMI has entered into such a contract with a performing rights ficensing organization covering such territory.
- B. Publisher agrees to notify BMI promptly in writing in each instance when publication, exploitation or other rights in any or all of the Works are granted for any Foreign Territory. Such notice shall set forth the title of the Work, the Foreign Territory or Territories involved, the period of such grant, the name of the person, firm, corporation or association entitled to collect performance royalties can sed in the Foreign Territory and the amount of such share. Within ten (10) days after the execution of this agreement Publisher agrees to submit to BMI, in writing, a list of all Works as to which Publisher has, prior to the effective date of this agreement, granted to any person, firm, corporation or association performing rights and/or the right to collect publisher performance royalties earned in any Foreign Territory.

FIFTEENTH: HMI shall have the right, in its sole discretion, to terminate this agreement if:

- A. Publisher, its agents, employees, representatives or affiliated companies, directly or indirectly during the term of this agreement:
- (i) Solicits or accepts payment from or on behalf of authors for composing music for lyrics, or from or on behalf of composers for writing lyrics to music.
- (2) Solicits or accepts music and/or lyrics from composers or authors in consideration of any payments to be made by or on behalf of such composers or authors for reviewing, arranging, promotion, publication, recording or any other services connected with the exploitation of any composition.

- (3) Permits Publisher's name, or the fact of its affiliation with BMI, to be used by any other person, firm, corporation or association engaged in any of the practices described in subparagraphs A(1) and A(2) of this paragraph FIFTEENTH.
- (4) Submits to BMI, as one of the Works to come within this agreement, any musical composition with respect to which any payments described in subparagraphs A(1) and A(2) of this paragraph FIFTEENTH have been made by or on behalf of a composer or author to any person, firm, corporation or association.
- B. Publisher, its agents, employees or representatives directly or indirectly during the term of this agreement makes any effort to ascertain from, or offers any inducement or consideration to, snyone, including but not limited to any radio or television licensee of BMI or to the agents, employees or representatives of BMI or of any such licensee, for information regarding the time or times when any such BMI licensee is to report its performances to BMI, or to attempt in any way to manipulate performances or affect the representative character or accuracy of BMI's system of sampling or logging performances.
- C. Publisher fails to notify BMI's Department of Writer/Publisher Administration promptly in writing of any change of firm name, ownership or address of Publisher.

In the event BMI exercises its right to terminate this agreement in paragraphs A, B or C of this paragraph FIFTEENTH, BMI shall give Publisher at least thirty (30) days in I mail of such termination. In the event of such termination, no payments shall be due to Publisher pursuant to paragraph SEVENTH hereof.

SIXTEENTH: In the event that during the term of this agreement (1) monies shall not have been carned by Publisher pursuant to paragraph FIFTH hereof for a period of two consecutive years or more, or (2) the proprietor, if Publisher is a sole proprietorship, shall die, BMI shall have the right to terminate this agreement on at least thirty (30) days' notice by registered or certified mail addressed to the last address furnished by Publisher in writing to BMI's Department of Writer/Publisher Administration and, in the case of the death of a sole proprietor, to the representative of said proprietor's estate, if known to BMI. In the event of such termination, no payments shall be due Publisher pursuant to paragraph SEVENTH hereof.

SEVENTEENTH: Publisher acknowledges that the rights obtained by it pursuant to this agreement constitute rights to payment of money and that during the term BMI shall hold title to the performing rights granted to BMI hereunder. In the event that during the term Publisher shall file a petition in bankruptcy, such a petition shall be filed against Publisher, Publisher shall make an assignment for the benefit of creditors, Publisher shall consent to the appointment of a receiver or trustee for all or part of its property, Publisher shall file a petition for corporate reorganization or arrangement under the United States bankruptcy laws, or Publisher shall have instituted against it any other insolvency proceeding under the United States bankruptcy laws or any other applicable law, or, in the event Publisher is a partnership, all of the general partners of said partnership shall be adjudged bankrupts, BMI shall retain title to the performing rights in all Works the rights to which are granted to BMI hereunder and shall subropate Publisher's trustee in bankruptcy or receiver and any subsequent purchasers from them to Publisher's right to payment of money for said Works in accordance with the terms and conditions of this agreement.

EIGHTEENTH: All disputes of any kind, nature or description arising in connection with the terms and conditions of this agreement shall be submitted to the American Arbitration Association in New York, New York, for arbitration under its then prevailing rules, the arbitrator(s) to be selected as follows:

Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days clapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon the third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and shall include the fixing of the costs, expenses and reasonable attorneys' fees of arbitration, which shall be borne by the unsuccessful party. Judgement may be entered in New York State Supreme Court or any other court having jurisdiction.

NINETEENTH: Publisher agrees that it shall not, without the written consent of BMI, assign any of its rights becomeder. No rights of any kind against BMI will be acquired by the assignee if any such purported assignment is made by Publisher without such written consent.

FWENTIETH: Any notice sent to Publisher pursuant to the terms of this agreement shall be valid if addressed to Publisher at the last address furnished in writing by Publisher to BMI's Department of Writer/Publisher Administration.

TWENTY-FIRST: This agreement constitutes the entire agreement between BMI and Publisher, cannot be changed except in a writing signed by BMI and Publisher and shall be governed and construed pursuant to the laws of the State of New York.

TWENTY-SECOND: In the event that any part or parts of this agreement are found to be void by a court of competent jurisdiction, the remaining part or parts shall nevertheless be hinding with the same force and effect as if the void part or parts were defeted from this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

laalles only

Vice President

SPIRIT ONE MUSIC

A Division Of Spirit Music Group Inc.

(Vale of Signer) PRESIDENT.

MARK ENNIS FRIED

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	BROADCAST MUSIC, INC.				
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BUSINESS PHONE: (213) 879-3444			-		•
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Sandra A. Gantz					
Broadcast Music, Inc.					
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Hollywood, Calif. 90028	$\mathcal{H}$	71/1 //		<i>l</i>	1_
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	Signature	of conner or	officer 7	1116	
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## NOTICE!!!NEW PUBLISHER DATA

**April 30, 1979** 

To: \*\* Mr. Edward J. Molinelli

ON TIME MUSIC

839 East 33rd Street

Los Angeles, Ca.

(213) 234-6695

Perry L. Kibble

Sole Owner-

From:

Sylvia K. Manuel - Publisher Administration

OF TIME MUSIC, formerly ON TIME MUSIC

NEW DATA

OLD LISTING (For Reference Only)

Name of Publisher:

ON TIME MUSIC, INC.

**Business Address:** 

e/o Stanley J. Diamond Diamond, Tilem and Colden 10850 Wilshira Blvd.

Los Angeles, Ca.

90024

Phone Number:

(213) 879-3444

Owners:

California Corporation-Perry L. Kibble - 100% Sh.

Officers of Corporation: Perry L. Kibble - President Stanley J. Diamond - Sec.

Name of Contact

Stanley J. Diamond

Authorization attached for **Accounting Department Files:** 

per 101 dated January 22, 1979 per subro dated February 16, 1979

al Zeilich

**Duplicating** Foreign Administration Index Department

c.c. Legal Department Logging Department BMI California BMI Nashville

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	PUBLISHER ADMINI	
· Nai	PLEASE SUPPLY THE	FOLLOWING DATE: January 22, 1979
EXACT COMPANY NAME: On Time	e Music Inc.	DATE: January 22, 1979
BUSINESS ADDRESS: (include name of individual c/o if essential to proper deliver of mail) 10850		Diamond, Tilem & Colden, Los Angeles, California 90024
BUSINESS PHONE: (213 879-34	444	
	COMPLETE A, B or C	
A. INDIVIDUALLY OWNED Name of Individual		
		(home address & zip code)
B. PARTNERSHIP List all Partners:		· <del>-</del>
Name	Home address & zi	p code % of ownership
		2
	· ·	<del></del>
C. IF BUSINESS IS A FORMALLY Of the Indicate STATE in which 2. List all Officers:  Name  Perry L. Kibble  Stanley J. Diamond		ifornia  Home address & zip code
3. List all stockholders: Name Perry L. Kibble	% of ownership	Home address & zip code Same
LIST NAME OF INDIVIDUAL BMI CAN	CONTACTO FOR INFORMATION	
	CTAILTOIL THE CAMPATERA	Stanley J. Diamond
PLEASE SIGN AND RETURN TO:		<b>.</b>
Sandra A. Gantz Broadcast Music, Inc 6255 Sunset Blvd. Hollywood, Calif. 90	0028 \	Found L. Kille Fres. DEA
	PUBLISHER PERCENTARY	



T8572

VOL. 1728 PAGE 322

ACREEMENT ma	de this	25th	day of	April	•	19 78 , betwe	en
BROADCAST MUSIC, INC., a	New Yorl	k corporati	on, whose a	ldress is 40 Wes	t 57th Street, New Y	ork, N.Y. 100	19
(hereinafter called "BMI") an	dP	erry Ki	bble		·····	^****************	
n individual XXXX	XXXXXX	····		***************************************	doing bu	isiness under t	he
firm name and style of		Q <u>N</u>	_TIME_MUS	SIC		whose address	is
839 East 33rd Street			.Los A	ngeles,	California		
(Street or Avenue)				(City)			.,
(hereinafter called "Publisher"	).						

#### WITNESSETH:

FIRST: The term of this agreement shall be the period of five (5) years from April 1. 1978... unless terminated by either party at the end of such initial period, or any such additional five (5) year period, upon notice by registered or certified mail not more than six (6) months or less than three (3) months prior to the end of any such term

SECOND: As used in this agreement, the word "works" shall mean:

- A. All musical and dramatico-musical compositions, whether published or unpublished, now owned or copyrighted by Publisher or in which Publisher owns or controls performing rights, and
- B. All musical and dramatico-musical compositions, whether published or impublished, in which bereafter during the term Publisher acquires ownership or copyright or ownership or control of the performing rights, from and after the date of the acquisition by Publisher of such ownership or control.
- THIRD: Publisher hereby sells, assigns and transfers to BMI, its successors or assigns, for the term of this agreement:
- A. All the rights which Publisher owns or acquires publicly to perform, and to license others to perform, for profit or otherwise, anywhere in the world, any part or all of the works, such rights being granted exclusively to BMI except to the extent of any prior grant fisted on clearance sheets or cue sheets submitted pursuant to subparagraph A of paragraph TENTH with respect to works heretofore acquired by Publisher.
- B. The non-exclusive right to record, and to license others to record, any part or all of any of the works on electrical transcriptions, wire, tape, film or otherwise, but only for the purpose of performing such work publicly by means of radio and television or for archive or audition purposes and not for sale to the public or for synchronization with motion pictures intended primarily for theatrical exhibition or with programs distributed by means of syndication to broadcasting stations.
- C. The non-exclusive right to adapt, arrange, change and dramatize any part or all of any of the works for performance purposes, and to license others to do so.

## FOURTH:

- A. The rights granted to BMI by subparagraph A of paragraph THIRD hereof shall not include the right to perform or liceuse the performance of more than one song or aria from an opera, operata or musical comedy or more than five (5) minutes from a ballet if such performance is accompanied by the dramatic action, costumes or scenery of that opera, operetta, musical comedy or ballet.
- B. Publisher, together with all the writers and co-publishers, if any, of a work, shall have the right jointly, by written notice to BML to exclude from the grant made by subparagraph A of paragraph THHD hereof performances of more than thirty (30) minutes' duration of a work which is an opera, operatin or musical coinedy, but this right shall not apply to a work which is the score of a film originally produced for exhibition in motion picture theatres when performed as incorporated in such film, or which is a score originally written for a radio or television program when performed as incorporated in such program.

A. As full consideration for all rights granted to BMI hereunder, BMI agrees to make the following payments to Publisher with respect to each of the works in which BMI has exclusive performing rights:

(1) For performances of works on broadcasting stations in the United States, its terri-

ractices upon the basis of ilar performances of siminent shall be estimated by inces.

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by Publisher jointly with avable to Publisher under blishers, unless BMI shall the publishers, providing

FTH, BMI shall have no securs prior to the date on work referred to in subnformation referred to in

Copyright Office of the United States of America

THIS IS TO CERTIFY THAT THE ATTACHED DOCUMENT WAS RECORDED IN THE COPYRIGHT OFFICE ON THE DATE AND IN THE PLACE SHOWN BILOW.

THIS CERTIFICATE IS ISSUED UNDER THE SEAL OF THE COPYRIGHT OFFICE.

Barbers Ringer Register of Copyrights

Date of Recordation (Mar79

Pages 322-326 Volume 1728

Case 2:19-cv-02637-DRH-AKT Document 29-8 Filed 07/10/20 Page 25 of 176 PageID #: 244

BROADCAST MUSIC, INC. (as owner of performing rights)

PERRY KIBBLE d/b/a
ON TIME MUSIC

VOL. 1728 PAGE 326

Copyright Registration

Song Title

BOOGIE OOGIE OOGIE

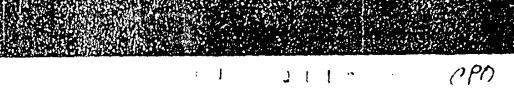
Names of Writers

Date ..

5/2/78

. Number

Janice Marie Johnson Perry Kibble Pa 5-715



BM

P-LEGAL

March 16, 1993

CONDUCTVE MUSIC c/o Janice Marie Verchor t/n West Gartield Avenue Glendale, CA 91201

Dear BMI Publisher

This will confirm our understanding with respect to the modification of the agreement dated April 25, 1978 between CONDUCIVE MUSIC, INC., a California Corporation (herein called the "former owner") and Broadcast Music, Inc., as modified, (herein called the "basic agreement"):

- I. You warrant and represent that all right, title and interest of the former owner in and to the basic agreement and in and to the works embraced thereby has been sold, assigned and transferred to lanice-Marie, Vercher, an individual dibla CONDUCTYE MUSIC (herein called the "new owner").
- Effective as of July 1, 1992 the new owner shall be deemed to have acquired all rights and assumed all obligations of the former owner in and to the basic agreement.

Except as herein specifically modified, all of the terms and conditions of the basic agreement are hereby ratified and affirmed.

Very truly yours,

ACCEPTED AND AGREED TO:

BROADCAST MUSIC, INC.

CONDUCIVE MUSIC, INC.

12: 11 - 1 - 3 1 - - -

Janke M. Johnson (1763)

COMPLICIVE MUSIC

Imice-Marie Vercher (Owner)

(70) & n.//

8739 Surset Boulevald, Third Floor West, Los Angeles, CA 90069-2211 (310) 659-9109 Fax (310) 657-5947

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BUSINESS ADDRESS:	436 West Garfield Aven	ie .
(include zip code and name of individual if essential to proper delivery of mail)	Glendale, CA 91204	
BUSINESS PHONE:	H18 377~2704	:
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PLEASE SIGN AND RETURN TO	$\sqrt{3}$	-1 /
ANN ARTHY SHY MICH SHAN WARREN (	Signature of owner, his	ther or officer
8730 Sunset Boulevard	•	
3rd Floor West Los Angeles, CA 90069	Janice-Marie Verch	er



November 8, 2006

ON TIME MUSIC INC 8301 Big Stone Ct Fort Worth TX 76123

### Dear Sirs/Madams:

This will confirm our understanding with respect to the modification of the agreement dated <u>February 4, 2004</u> between <u>ON TIME MUSIC INC</u>, a <u>California corporation</u> (herein called the "former owner") and Broadcast Music, Inc., as modified, (herein called the "basic agreement"):

- You warrant and represent that all right, title and interest of the former owner in and to the basic agreement and in and to the works embraced thereby has been sold, assigned and transferred to <u>ON TIME MUSIC LLC</u>, a <u>Texas limited liability company</u> (herein called the "new owner").
- The new owner shall be deemed to have acquired all rights and assumed all obligations of the former owner in and to the basic agreement, as of the beginning of the next calendar quarterly period for which BMI has not yet distributed royalties following the execution of this agreement.

Except as herein specifically modified, all of the terms and conditions of the basic agreement are hereby ratified and affirmed.

**ACCEPTED AND AGREED TO:** 

Very truly yours,

**BROADCAST MUSIC, INC** 

ON TIME MUSIC INC

R<sub>V</sub>

ON TIME MUSIC LLC

BY∷



On Time Music, LLC c/o Janis McQuinton 8301 Big Stone Court Fort Worth, TX 76132

			Dated: July 1,	2006
Re:	Notice of A	ssignment of Copyrights		
Ladies and	Gentlemen:			
Group, Inc. same as w composition or controlle above, you	. (hereafter, "Spi ell as all exclus as and portions the ed by us (hereaf are hereby auth regardless of who	hat we have sold and assigned Spirit"), all right, title and interest, sive worldwide administration a thereof with respect to all musical fter, the "Subject Compositions" corized and directed to address all en such monies were earned) in r	including the copyright a nd collection rights in a compositions and portions ). Accordingly, from an l correspondence, inquirie	and the right to renew the nd to all of the musical thereof which are owned d after the date set forth is, royalty statements and

Spirit One Music (BMI) 137 Fifth Avenue, 8th Floor New York, New York 10010

Please acknowledge receipt of this notification by signing the enclosed copy and returning it to Spirit (Attention: Buckley Hugo) at the address noted above.

ACKNOWLEDGED:		Very truly yours, On Time Music, LLC
[	)	Jain Laigh Mallinto
Ву:		Jany Jugh Mallinto

Spirit/On Time purchase letter Agreement - P.3

# GOOD TIMES A/K/A RAPPERS' DELIGHT

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<ul> <li>If your answer is "Yes," why is another registration being sou</li> </ul>	ight? (Check appropriate box)		tlon		
☐ This is the first published edition of a work previous ☐ This is the first application submitted by this author ☐ This is a changed version of the work, as shown by	as copyright claimant.		an Maria		
• If your answer is "Yes," give. Previous Registration Number	Ye.	ar of Registration	£		
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DEPOSIT ACCOUNT: (If the registration fee is to be charged to a Disposit Account: established in the Copyright Office, give name and injuries of Account.)  Chic Music Inc.					
	•	•	Fee and Correspond-		
Name  Account Number	New Yo	New York, NY 10022			
	(CAV)	(Sinte) (ZIP)			
CERTIFICATION: # 1, the undersigned, hereby certify that I am the Dauthor Dothers operaghic claimant Downer of exclusive right(s). Dauth of the work identified in this application and that the statements made Handwritten signature. (X)  Typed or printed name	concred agent of . (Name of author	or other copyright claimant or owner of exclusive rights) of to the book of my knowledge.  Color 6/19/79  Data 6/19/79	8 Cortification (Application must be signed)		
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AND GROWN CONTROL OF THE PROPERTY OF THE PROPE

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BERLINEY, VARIOUS WINUATION SHEET FOR FORM PA Aut all possible, try to fit the information called for into the spaces REGISTRATION NUMBER provided on Form PA. If you do not have space enough for all of the information you need to give on Form PA, use this continuation sheet and submit it with 108.7303 Form PA. If you submit this continuation sheet, leave it attached to Form PA. EFFECTIVE DATE OF REGISTRA Or, if it becomes detached, clip (do not tape or stople) and fold the two together before submitting them. 1.6 JUN 1981 PART A of this sheet is intended to identify the basic application. PART B is a continuation of Space 2. PART C is for the continuation CONTINUATION SHEET RECEIVED of Spaces 1, 4, or 6. The other spaces on Form PA call for specific 16, 327, 1931 Rems of information, and should not need continuation. Page \_ 3\_ of \_ 3 DO NOT WRITE ABOVE THIS LINE. FOR COPYRIGHT OFFICE USE ONLY IDENTIFICATION OF CONTINUATION SHEET: The solver is a continuation of the application for copyright registration on Form Piol submitted to the following work: . TITLE: !Give the title as given under the heading "Title of this Work" in Space 1 of Form PA 1 ..... RAPPHAS! DELIGHT Identi/Idention u f . NAME(S) AND ADDRESS(ES. OF COPYRIGHT CLAIMANT/S): (Give the name and address of at least one copyright claimant as given.) polication in Space 4 of Form PA: CHIC MUSIC, INC. 9200 Sunset Boulevard Suite 222 NAME OF AUTHOR: CHTC MUSIC, INC. As employer for hire of MIKE WRIGHT Of MIKE WRIGHT

Was this author's contribution to the work a "work made for hire?" Yes X... В D.ed AUTHOR'S NATIONALITY OR DOMICILE WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK Continuation Carren of U.S.A. or Domiciled in .... U.S.A. of Space 2 Anonymous? Yes ..... (Name of Country) AUTHOR OF: (Briefly describe nature of this author's contribution) If the answer to either of these questions is "Yes" see detailed instructions attached NEW LYRICS NAME OF AUTHOR CHIC NAME OF AUTHORE INC. As employer for hire DATES OF BIRTH AND DEATH. Was the author (2) or a full futhe work a "work made for hire?"
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# **GOOD TIMES**



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DMI	E4014 G0949()
AGREEMENT made on February 21, 1996 between BRE	PADCAST MUSIC, INC. ("BMI").
New York corporation, whose address is 320 West 57th Street, New York, N.Y. 10019-3790 and SONY/ATY SONGS LLC	
. Limited Liability Company in Delayare was assaures.	•
[[Publisher"), whose address is 8 Music Square Wes	
Nashville, TH 372	วอร์
WITNESSETH.	
FIRST: The term of this agreement shall be the period from Colober, la. 1	925
to September 30, 2000 and continuing thereafter for additional terminated by either party at the end of such initial period or any additional period, upon notice by than six (6) months or less than three (3) months prior to the end of any such period.	I periods of five (5) years cach unless registered or certified mail ant more
SECOND: As used in this agreement, the word "Wark" or "Works" shall mean;	
A. All musical compositions (including the musical segments and individual composition musical work) whether published or unpublished, now award or expyrighted by Publisher or in which I rights, and	
B. All musical compositions (including the musical segments and individual composition musical work) whether published or unpublished, in which becauter during the term Publisher acquire or control of the performing rights, from and after the date of the acquisition by Publisher of such	xawnership of copyright or ownership
THIRD: Except 25 inherwise provided herein, Publisher hereby sells, assigns and transfers the term of this agreement:	to BAU, its successors or assigns, for
<ul> <li>A. All the rights which Publisher nwas or acquires publicly to perform, and to licens world, any part or all the Works.</li> </ul>	e others to perform, answhere in the
B. The non-exclusive right to record, and to license others to record, any part or a transcriptions, wire, tape, film or otherwise, but only for the purpose of performing such Work pulse of or archive or audition purposes. This right does not include recording for the purpose of sale synchronization (I) with motion pictures intended primarily for the strict exhibition or (2) with program to broadcasting stations, cable systems or other similar distribution outlets.	licly by means of railly and television to the public or for the purpose of
C. The non-exclusive right to adapt we account part or all of any of the Works for others to do so.	performance purposes, and to license
FOURTH: Notwithstanding the provisions of subparagraph A of paragraph THIRD become	f;
A. The rights granted to BMI by said subparagraph A shall not include the right to purpose than one song or aria from a dramatic ne dramaticu-nursical sock which is an opera, operation minutes from a dramatic or dramatico-musical sock which is a hallet, if such performance is accompanior scenery of that dramatic or dramatico-musical work.	or musical show or more than five (5)
B. Publisher, together with all the writers and co-publishers, if any, shall have the rig to exclude from the grant made by subparagraph A of paragraph THIRD hereof performances of Wominutes of a dramatic or dramatico-musical work, but this right shall not apply to such performance for or performed as part of a theatrical or television film. (2) a score originally written for or performance, or (3) the original east, would track or similar album of a dramatic or dramatico-musical	rks comprising more than (hirty (30)) es from (1) a score originally written rmed as part of a radio or television
C. Publisher, the writers and/or co-publishers, if any, retain the right to issue non-exe. Work or Works in the United States, its territories and possessions (other than to another performing rightan within ten (10) stays of the issuance of such license BMI is given written unlice thereof and a co-	this licensing organization), provided
FIFTH:	
A. As full consideration for all rights granted to BMI bereunder and as security therefore payments to Publisher with respect to each of the Works in which BMI has performing rights?	ir, BMI agrees to make the following
(1) For radio and television performances of Works in the United States, its territ amounts calculated pursuant to BMUs then standard practices upon the basis of the then current perform to its affiliated publishers for similar performances of similar compositions. The number of performentialed to payment shall be estimated by BMI in accordance with its then current system of computing.	rmance rates generally paid by BMI mances for which Publisher shall be
Publisher acknowledges that BMI licenses performances of the Works of its aff- and television, but that onless and until such time as methods are adopted for tabulation of and paym- will be haved solely on performances in those media and locations to the currently surveyed. In the agreement fbMI shall establish a system of separate gramment for performances by means other than Publisher upon the basis of the then current performance rates generally paid by fbMI to its on- performances of similar compositions.	ent for such performances, payment e event that during the term of this radio and television, BMI shall pay
(2) For performances of Works outside of the United States, its recritories and po- monies received by BMI in the United States from any performing rights licensing organization when as the publisher's share of foreign performance royalties earned by nov of the Works after the fields charge applicable to its affiliated publishers and in accordance with BMI's then standard practices.	are designated by such organization tion of BAH's then current handling
(3) In the case of Works which, or rights in which, are awned by Publisher jointly the sum payable to Publisher under this subparagraph A shall be a pro-rate share determined on the unless BAR shall have received from Publisher a copy of an agreement or other document signed by	e basis of the number of publishers.

B. Notwithstanding the provisions of subparagraph A of this paragraph FIFTH, BMI shall have no obligation to make payment bereamder with respect to (1) any performance of a Work which occurs prior to the date on which BMI shall have received from

different division of payment.

Publisher ad afrike material with respect to such Work referred to in subparagraph A of paragraph (ENTH nervol, and in the case of larging performances, the information referred in in subparagraph B of paragraph FOURTEENTH hereof, or (2) any performance of a Work as to which a direct fleense as described in subparagraph C of paragraph FOURTH hereof has been granted by Publisher, its compablishers or the writers, or (3) any performance for which no license fees show he collected by BMI, or (4) any performance of a Work which Publisher chims was either multicularous or miscalculated on a royalty statement and for which BMI shall not have exceed written make from Publisher of such claimed omission or miscalculation within nine (9) months of the date of such statement.

SIXTH: In accordance with BMI's then current standard practices, BMI will furnish periodic statements to Publisher during each year of the term showing the monles due pursuant to subparagraph A of paragraph FIFTH hereof. Each such statement shall be accompanied by payment of the sum thereby shown to be due to Publisher, subject to all proper deductions. If any, for taxes, advances or amounts due to BMI from Publisher.

#### SEVENTE:

- A. Nothing in this agreement requires BMI to continue to license the Works subsequent to the termination of this agreement. In the event that BMI continues to license Publisher's interact in any Work, however, BMI shall continue to make payments to Publisher for such Work for so long as Publisher does not make or purport to make directly or indirectly any grant of performing rights in such Work has other licensing organization. The amounts of such payments shall be calculated pursuant to BMI's thea current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. Publisher agrees to multip BMI by registered or certified mail of any grant or purported grant by Publisher, directly or indirectly of performing rights to any other performing rights organization within ten (10) days from the making of such grant or purported grant and if Publisher fails so to inform BMI thereof and BMI makes payments to Publisher for any period after the making of any such grant or purported grant, Publisher agrees to repay to BMI all amounts so paid by BMI promptly with or without demand by BMI. In addition, if BMI inquires of Publisher by registered or certified mail, addressed to Publisher's law known address, whether Publisher has made any such grant or purported grant and Publisher fails to confirm to BMI by registered or certified mail within thirty (30) days of the mailing of such inquirey that Publisher has not made any such grant or purported grant, BMI may, from and after such faire, discontinue making any payments to Publisher.
- B. BMI's obligation to continue payment to Publisher after the termination of this agreement for performances outside of the United States, its territories and possessions, of Works which BMI continues to license after such termination shall be dependent upon BMI's receipt in the United States of payments designated by foreign performing rights decasing organizations as the publisher's share of foreign performance royalties earned by the Works. Payment of such foreign royalties shall be subject to deduction of BMI's then current handling charge applicable to its affiliated publishers and shall be in accordance with BMI's then standard practices of payment for such performances.
- C. In the event that BMI has reason to believe that Publisher will receive, or is entitled to receive, or is receiving payment from a performing rights licensing organization other than BMI for or based on United States performinges of one or more of the Works during a period when such Works were licensed by BMI pursuant to this agreement, BMI shall have the right to withhold payment for such performances from Publisher until receipt of evidence satisfactory to BMI that Publisher was or will not be so paid by such other organization. In the event that Publisher was or will be so paid or does not supply such evidence within eighteen (18) months from the date of BMI's request therefor, BMI shall be under no obligation to make any payment to Publisher for performances of such Works during such period.

EIGHTH: In the event that this agreement of all terminate at a time when, after crediting all earnings reflected by statements rendered to Publisher print to the effective date of such termination, there remains an unearned balance of advances paid to Publisher by BMI, such termination shall ont be effective until the close of the calendar quarterly perint during which (A) Publisher shall repay such unearned halance of advances, or (B) Publisher shall notify BMI by registered or certified mail that Publisher has received a statement rendered by 3MI at its normal accounting time showing that such uncarned balance of advances has been fully recouped by BMI.

#### NINTH:

- A. BMI (1) is the right, upon written notice to Publisher, to exclude from this agreement, at any time, any Work which in BMI suplaint is single- of a previously existing composition and might constitute a suppright infringement, or has a title or music or lyric similar to that of a previously existing composition and might lead to a claim of unfair competition.
- It the ease of Works which in the opinion of BMI are based on compositions in the public domain. 3.311 shall have the right, at any time-upon written notice to Publisher, either (1) to exclude any such Work from this agreement, or (2) to classify any such Work as entitled to receive only a stated fraction of the full credit that would otherwise be given for performances thereof.
- C. In the event that any Work is excluded from this agreement pursuant to subparages: h Anr B of this paragraph NINTH, or pursuant to subparagraph C of paragraph TWELETH hereof, all rights of DMI in such Work shall automatically revert to Publisher ten (10) days after the date of the notice of such exclusion given by BMI to Publisher. In the event that a Work is classified for less than full credit under subparagraph B(2) of this paragraph NINTH, Publisher shall have the right, by giving notice to BMI within ten (10) days after the date of BMI is notice to Publisher of the credit allocated its such Work in terminate all rights in such Work granted to BMI herein and all such rights of BMI in such Work shall thereupon revert to Publisher.

#### TENTH

- A. With respect to each of the Works which has been or shall be published or recorded communically or synchronized with mixton picture or television film or tape or which Publisher considers likely to be purformed. Publisher agrees to furnish to BMI:
- (1) A completed charance form available in blank from BMI, unless a cue sheet with respect to such Work is furnished pursuant to subparagraph A(3) of this paragraph TENTH.
- (2) If such Work is based on a composition in the public domain, a legible lead sheet or other written or printed copy of such Work setting forth the lyrics, if any, and music correctly metered; prosumed that with respect to all other Works, such copy need be furnished only if requested by BMI pursuant to subsection (b) of subguragraph D(2) of this paragraph TENTH.
- (3) If such Work has been or shall be synchronized with an otherwise used in connection with motion picture or television film or tape, a one sheet showing the title, writers, publisher and nature and duration of the use of the Work in such film or tape.
- B. Publisher shall submit the material described in subparagraph A of this paragraph TENTH was respect to Works becetafore published, recorded at synchronized within ten (10) days after the execution of this agreement and with respect to any of the Works beceafter to published, recorded, synchronized or likely to be performed prior to the date of publication or release of the recording. Iden or tape or anticipated performance.
- C. The submission of each clearance form or cue sheet shall constitute a warranty and representation to Publisher i' it all of the information contained thereon is true and correct and that no performing rights in any of the Works listed thereon have been granted to or reserved by others except as specifically set forth therein.

#### D. Publisher agrees:

(1) To secure and maintain copyright protection of the Works pursuant to the Copyright Law of the United States and pursuant to the laws of such other nations of the world where such protection is afforded; and to give BMI, upon request, prompt written unifice of the date and number of copyright (egospation antifer except Work registered in the Putter) States Copyright (tities).

#### (2) At BMF a request:

- (a) To register each augu-lished and published Work in the United States Copyright Office pursuant to the Copyright Lan, of the United States.
- (b) To old in and deliver to BMI copies of: unpublished and published Warks; copyright registration and/or renewal certificates usued by the content Copyright Office; any agreements, assignments, instruments or documents of any kind by which Publisher obtained the right to publicly perform and/or the right to publish or sub-publish any of the Works.
- E. Publisher agrees to give BMI prompt notice by registered or certifier mail in each instance when, pursuant to the Copyright Law of the United States, (1) the rights granted to BMI by Publisher in any lock shall revert to the writer or the weiter's representative, or (2) copyright protection of any Work shall terminate.

#### ELEVENTIE: Publisher warrants and represents that:

- A. Publisher has the right to enter into this agreement: Publisher is not bound by any prior commitments which conflict with its undertakines herein; the rights granted by Publisher to BMI herein are the sole and exclusive property of Publisher and are free from all aniverse encumbrances and claims; and exercise of such rights will not constitute infringement of copyright or violation of any right of, or unfair competition with, any person, firm, corporation or association.
- B. Except with respect to Works in which the possession of performing rights by another person, firm, corporation or association is specifically set forth on a clearance form or one sheet submitted to BMI pursuant to subparagraph A of paragraph TENTH hereof. Publisher has performing rights in each of the Works by virtue of written grants thereof to Publisher signed by the authors and composers or other awarers of such Work.

#### TWELFTH:

- A. Publisher agrees to defend, indemnify, save and hold BML its licensees, the advertisers of its licensees and their respective agents, servants and employees, free and harmless from and against any and all demands, loss, damage, suits, judgments, recoveries and costs, including counsel fees, resulting from any claim of whatever nature arising from on in connection with the exercise of any of the rights granted by Publisher in this agreement; provided, however, that the obligations of Publisher under this paragraph TWELFTH shall not apply to any matter added on or changes made in, any Work by BMI or its licensees.
- B. Upon the receipt by BMI or any of the other parties herein indemnified of any ontice, demand, process, papers, wix or pleading, by which any such claim, demand, suit or proceeding is made or commenced against them, or any of them, which Publisher shall be obliged to defend hereunder. BMI shall, as soon as may be practicable, give Publisher notice thereof and deliver to Publisher such papers or true empires thereof, and BMI shall have the right to participate and direct such defense on behalf of BMI and/or its licensees by counsel of its own choice, at its own expense. Publisher agrees to cooperate with BMI in all such matters.
- C. In the event of such indiffication of claim or service of process on any of the parties herein indemnified. BMI shall have the right, from the date thereof, to exclude the Work with respect to which a claim is underfrom this agreement and/or to withhold payment of all sums which may become due pursuant to this agreement or any modification thereof until receipt of satisfactory written evidence that such claim has been withdrawn, settled or adjusticed.

THIRTEENTH: Publisher makes, constitutes and appoints BMI, or its numinee, Publisher's true and lawful attorney, brevocable during the term bereof, in the name of BMI or that of its numinee, or in Publisher's name, or interestes, in BMI's such judgment, to do at acts, take all proceedings, and execute, acknowledge and deliver any and all instruments, papers, documents, papers or pendings that, in BMI's such judgment, may be necessary, proper or expedient to restrain infringement of another to enforce and protect the rights granted by Publisher hereunder, and to recover damages in respect of or for the infringement or other violation of said rights, and in BMI's sole judgment to join Publisher and/or others in whose names the emperiths to any of the Works may stand, and to discontinue, compromise or refer to arbitration, any such actions or proceedings or to make any other disposition of the dispotes in relation to the Works; provided that any action or proceeding commenced by BMI pursuant to the provisions of this paragraph THIRTEENTH shall be at its sole expense and for its sole benefit. Notwithstonaling the foregoing, nothing in this paragraph THIRTEENTH shall be at its sole expense other action against any person, firm, partecessing or other action against any person, firm, partecessing or other other or any street or publisher, whether or not affiliated with BMI, who Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder, and BMI's part.

#### FOURTEENTH:

- A. It is acknowledged that BMI lies bereinfore entered into, and may during the term of this agreement enter into contracts with performing rights licensing organizations for the licensing of public performing rights controlled by BMI in territories outside of the United States, les territories and possessions therein called "Foreign Territories"). Upon Publisher's weitten request. BMI agrees as permit Publisher to grant performing rights in any or all of the Works for any Foreign Territory for which, at the time such request is received, BMI has not entered into any such grant of performing rights by Publisher shall terminate at such time when BMI shall have entered into such a constract with a performing rights licensing organization covering such Foreign Territory and shall have notified Publisher thereof. Nothing herein contained, however, shall be deemed to restrict Publisher from assigning to its fureign publisher or representative the right to collect a part or all of the publisher's performance coyalites earned by any or all of the Works in any Foreign Territory as part of an agreement for the publication, exploitation or representation of such Works in such territory, whether or not BMI has entered into such a contract with a performing rights licensing organization covering such territory.
- B. Publisher agrees to antify BMI promptly in writing in each instance when publication according or other rights in any or all of the Works are granted for any Foreign Territory. Such notice shall set forth the title of the Work, the Foreign Territory or Territories involved, the period of such grant, the name of the person, firm, corporation or association entitled to collect performance revulties carned in the Foreign Territory and the amount of such share. Within ten [10] days after the essentian of this agreement Publisher agrees to submit to BMI, in writing, a list of all Works as to which Publisher by, prior to the effective date of this agreement, granted to any person, firm, corporation or association performing rights another right to collect publisher performance cuyolities earned in any Foreign Territory.

FIFTEENTH: BMI shall have the right, in its sole discretion, to terminate this agreement if:

- A. Publisher, its agents, employees, representatives or affiliated companies, directly or indirectly during the term of this agreement:
- (1) Solicits or accepts payment from or on behalf of authors for composing music for lyrics, or from or on behalf of composers for weiging lyrics to music.
- (2) Solicits or accepts music and/or lyries from composers or authors in consideration of any payments to be unuse by an on behalf of such composers or authors for reviewing, arranging, promotion, publication, recording or any other services connected with the exploitation of any composition.

- (3) Permits Publisher's name, or the fact of its affiliation with BMI, to be used by any other person, firm, corporation or association engaged in any of the practices described in subparagraphs A(I) and A(2) of this paragraph FIFTEENTH.
- (4) Submits to BML as one of the Works to come within this agreement, any musical composition with respect to which any payments described in subparagraphs A(1) and A(2) of this paragraph FIFTEENTH have been made by or on behalf of a composer or author to any person, firm, corporation or association.
- B. Publisher, its agents, employees or representatives directly or indirectly during the term of this agreement makes any effort to ascertain from, or offers any inducement or consideration to, onyone, including but not limited to any radio or television licensee of BMI or to the agents, employees or representatives of BMI or of any such licensee, for information regarding the time or times when any such BMI licensee is to report its performances to BMI, or to attempt in any way to manipulate performances or affect the representative character or accuracy of BMI's system of sampling or logging performances.
- C. Publisher fulls to notify BMI's Department of Welter/Publisher Administration promptly in writing of any change of firm name, ownership or address of Publisher.

In the event BMI exercises its right to terminate this agreement pursuant to the provisions of subparagraphs A. B or C of this paragraph FIFTEENTH, BMI shall give Publisher at least thirty (30) days' notice by registered or certified mail of such termination. In the event of such termination, no payments shall be due to Publisher pursuant to paragraph SEVENTH hereof.

SIXTEENTH: In the event that during the term of this agreement (1) monles shall not have been exceed by Publisher pursuant to paragraph FIFTH hereof for a period of two consecutive years or more, or (2) the proprietor, if Publisher is a role proprietor, this shall have the right to terminate this agreement on at least thirty (30) days notice by registered or certified mail addressed to the last address furnished by Publisher in writing to BMI's Department of Writer/Publisher Administration and, in the case of the death of a sole proprietor, to the representative of said proprietor's estate, if known to BMI. In the event of such termination, no payments shall be due Publisher pursuant to garagraph SEVENTH hereof.

SEVENTEENTH: Publisher acknowledges that the rights obtained by it pursuant to this agreement constitute rights to payment of money and that during the term BMI shall hold title to the performing rights granted to BMI hereunder. In the event that during the term Publisher shall file a petition in bonkruptcy, such a petition shall be filed against Publisher. Publisher shall make an assignment for the benefit of creditors. Publisher shall consent to the appointment of a receiver or trustee for all or part of its property. Publisher shall file a petition for corporate reorganization or arrangement under the United States bankruptcy faws, or Publisher shall institute or shall have instituted against it say other insolvency proceeding under the United States bankruptcy faws or Publisher shall institute or shall have instituted against it say other insolvency proceeding under the United States bankruptcy faws or any other applicable law, or, in the event Publisher is a partnership, all of the general partners of said partnership shall be adjudged hankrupts. BMI shall retain title to the performing rights in all Works the rights to which are granted to BMI hereunder and shall subroyate Publisher's trustee in hankruptcy or receiver and any subsequent purchasers from thom to Publisher's right to payment of money for said Works in accordance with the terms and conditions of this agreement.

EIGHTEENTH: All disputes of any kind, nature or description urising in connection with the terms and conditions of this agreement shall be submitted to the American Arbitration Association in New York, New York, for arbitration under its then prevailing rules, the a hitrator(s) in he selected as follows:

Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the given a such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole at ... iten. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon the third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be hinting and conclusive on the parties and shall include the fixing of the costs, expenses and reasonable attorneys' fees of arbitration, which shall be borne by the unsuccessful party. Judgement may be entered in New York State Supreme Court or any other court baving juriodiction.

NINETEENTH: Publisher agrees that it shall not, without the written consent of BMI, assign any of its rights hereunder. No rights of any kind against BMI will be acquired by the assignee if any such purported assignment is made by Publisher without such written consent.

TWENTIETH: Any notice sent to Publisher pursuant to the terms of this agreement shall be valid if addressed to Publisher at the last address furnished in writing by Publisher to BMI's Department of Writer/Publisher Administration.

TWENTY-FIRST: This agreement constitutes the entire agreement between BMI and Publisher, cannot be changed except in a writing signed by BMI and Publisher and shall be governed and construed pursuant to the laws of the State of New York.

TWENTY-SECOND: In the event that way part or parts of this agreement are found to be void by a court of compotent jurisdiction, the remaining part or parts shall nevertheless be hinding with the same force and effect as if the void part or parts were deleted from this agreement.

IN WITNESS WHEREOF, the parties hereo-base coused this agreement to be duly executed as of the day and year hast above written.

Marles Thisterna

Vice President

SONY/ATV SONGS LLC

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Witte of Signer Namager

RICHARD ROWE

BERNARD EDWARDS

c/o Manatt, Phelps, Rothenberg, Tunney & Phillips

11355 West Olympic Boulavard

Los Angeles, California 90064 0 2

Attention: Peter T. Paterno, Esq.

and

NILE RODGERS
c/o Dennis Katz, P.C.
845 Third Avenue
New York, New York 10022

September \_\_\_, 1986

Broadcast Music, Inc. 250 West 57th Street New York, New York 10019

Re: Chic Music, Inc.

Gentlemen:

Reference is made to the agreement between Chic Music, Inc. and you dated September 14, 1979, as the same may have been amended and extended (the "Agreement"). Pursuant to the assignment agreements dated as of May 15, 1984, attached hereto as Exhibit "A" and incorporated by reference herein (the "Assignment Agreements"), Chic Music, Inc. assigned the copyrights in and to the musical compositions subject to the Agreement to Nile Rodgers ("Rodgers"), his successors or assigns and to Bernard Edwards ("Edwards"), his successors or assigns, in the respective shares set forth in the Assignment Agreements.

It is our understanding that the account of Chic Music, Inc. is presently unrecouped. Fifty percent (50%) of this unrecouped balance should be assigned to each Edwards' and Rodgers' respective BMI affiliates.

Any and all notices pursuant to the Agreement should be sent to each Edwards and Rodgers at their respective addresses set forth hereinabove. Any and all royalties and statements pursuant to the agreement should be sent to each Edwards and Rodgers at the following addresses: Bernard Edwards, c/o Jess S. Morgan & Co., 6420 Wilshire Boulevard, Nineteenth Floor, Los Angeles, California 90048, Attention: Wally Franson; and Nile Rodgers, c/o Zolt & Loomis, 50 East 42nd Street, Suite 1442, New York, New York 10017, Attention: Marvin Zolt.

very cruity yours

Bernard Edwards

Nile Rodgers

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned parties hereby agree to amend that certain assignment agreement executed on behalf of Chic Music, Inc., dated May 15, 1984 and attached hereto as Exhibit "E" and incorporated by reference herein (the "Assignment Agreement"). Except as otherwise provided to the contrary herein, all terms used herein shall have the same meaning as in the Assignment Agreement.

1. Notwithstanding anything to the contrary contained in the Assignment Agreement, the first paragraph of the Assignment Agreement is hereby amended, as of the date hereof, to provide as follows:

"In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, CHIC MUSIC, INC., a Delaware Corporation with a principal place of business at 33 Pony Trail, Stamford, Connecticut ("ASSIGNOR"), does hereby sell, assign, transfer and set over unto NILE RODGERS, an individual, his successors and assigns ("ASSIGNEE"), c/o Zolt & Loomis, 60 E. 42nd Street, Suite 1442, New York, New York, 10017, Attention: Marvin Zolt, and BERNARD EDWARDS, his successors and assigns ("ASSIGNEE"), c/o Jess S. Morgan & Co., 6420 Wilshire Boulevard, 19th Floor, Los Angeles, California 90048, Attention: Wally Franson, Fifty Percent (50%) to each Assignee, of the copyrights in and to the following musical compositions which have been duly registered for copyright in the United States Copyright Office in the Assignor's names under the dates and identification numbers set forth below, and Fifty Percent (50%) to each Assignee, of the rights, title and interest of the Assignor, vested and contingent, therein and thereto:"

Subject to the foregoing, the terms and provisions of the Assignment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Assignor has caused this agreement to be signed in its corporate name and by its duly

When recorded, return to:

Bernard Edwards c/o Jess S. Morgan & Company, Inc. 6420 Wilshire Blvd., 19th Floor Los Angeles, CA 90048 Case 2:19-cv-02637-DRH-AKT Document 29-8 Filed 07/10/20 Page 46 of 176 PageID #: 265

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authorized officers, and its corporate seal to be hereunto affixed, as of this 15th day of May, 1984.

CHIC MUSIC, INC.

Bernard Edwards

Nile Rodgers

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#### EXHIBIT "E"

#### ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, CHIC MUSIC, INC., a Delaware Corporation with a principal place of business at 33 Pony Trail, Stamford, Connecticut ("ASSIGNOR"), does hereby sell, assign, transfer and set over unto PLAN-9 MUSIC, INC., a Delaware corporation with its principal place of business at 9 Covlee Drive, Westport, Connecticut, and BERNARD EDWARDS PRODUCTIONS, INC., a Delaware corporation with its principal place of business at 55 Hedgebrook Lane, their successors and assigns ("ASSIGNEES"), Fifty Percent (50%) to each Assignee, of the copyrights in and to the following musical compositions which have been duly registered for copyright in the United States Copyright Office in the Assignor's names under the dates and indentification numbers set forth below, and Fifty Percent (50%) to each Assignee, of the rights, title and interest of the Assignor, vested and contingent, therein and thereto:

Title	Copyright Iden- tification No.	Effective Date	% Interest
AT LAST I AM FREE	PA 55-929 .	11/8/78	100.00
BABY DOLL	PA 383-887	12/17/81	100.00
BACKFIRED	PA 116-716	6/7/81	100.00
(FUNNY) BONE	PA 55-931	11/8/78	100.00
BURN HARD	PA 140-448	11/23/81	100.00
CAN'T STAND TO LOVE YOU	PA 108-234	8/2/79	100.00
CHARGE PLATES AND CREDIT CARDS	PA 77-178	5/13/80	100.00
CHIC CHEER	PA 55-924	11/8/78	100.00
CHIC (EVERYBODY SAY)	PA 158-664	10/12/82	100.00
CHIP OFF THE OLD BLOCK	PA 77-171	6/30/80	100.00
CITY LIGHTS	PA 155-409	11/5/82	100.00
COULD YOU BE MY BABY  aka WOULD YOU BE MY BABY	PA 140-442	11/23/81	100.00
COVER GIRLS	PA 77-179	5/13/80	100.00
DANCE, DANCE	EU 833038	10/13/77	66.66
DON'T GO	PA 59-000	10/19/79	100.00
DON'T THROW MY LOVE AWAY	PAU 304-119	4/28/81	100.00
DREAMGIRL	PA 149-577	5/3/82	100.00
EASIER TO LOVE	PA 106-659	1/31/79	100.00

CHIC MUSIC, INC.

Page 2

Title	Copyright Iden- tification No.	Effective Date	Z Interest
EASY STREET	PA 68-238	2/11/80	100.00
EST-CE C'EST CHIC	PA 110-219	1/1/78	_ 100.00
EVERYBODY DANCE	. PA 110-218	1/1/78	100.00
FALLING IN LOVE WITH YOU	PA 110-220	1/1/78	100.00
FLASHBACK	PA 140-445	11/23/81	100.00
LE FREAK	PA 126-731	9/21/78	100.00
FRIEND TO FRIEND	PA 75-957	5/22/80	100.00
FROSTBITE	PAU 304-10	5/28/81	100.00
GIVE IT UP	PA 75-955	5/22/80	100.00
GOOD GIRL NOW + aka I'M A GOOD GIRL	PAU 155-956	1/30/80	100.00
GOOD TIMES  aka RAPPER'S DELIGHT	PA 37-207		100.00
GOT TO LOVE SOMEBODY	PA 60-534	12/13/79	100.00
HANGIN'	PA 158-663	10/12/82	100.00
HAPPY MAN	PA 55-927	11/8/78	100.00
HAVE FUN (AGAIN)	PA 75-960	5/22/80	100.00
HE'S THE GREATEST DANCER	PA 106-655	12/27/78	100.00
HEY FOOL	PA 155-407	11/5/82	100.00
HIGH SOCIETY	PA 59-103	10/3/79	100.00
HOLD IT	PAU 304-121	4/28/81	100.00
HOLD ME LONELY BOY	PA 59-102	10/3/79	100.00
HOW TO LOVE	PA 68-238	2/11/80	100.00
I'M A GOOD GIRL aka GOOD GIRL NOW	PAU 155-956	1/30/80	100.00
I BELIEVE IN YOU	PA 5-781	5/1/78	50.00
I CAN LOVE	PAU 304-122	4/28/81	100.00
I FEEL YOUR LOVE COMIN'	PA 155-405	11/5/82	100.00
I LIKE LOVE	PAU 34-824	7/26/78	100.00
I GOT PROTECTION	PA 77-172	6/30/80	100.00
I'LL CHANGE MY GAME	PAU 304-1-23	4/28/81	100.00
I LOVE MY LADY	PAU 422-743	7/16/82	100.00
I LOVE YOU MORE	PA 77-173	6/30/80	100.00
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## **ASSIGNMENT**

ASSIGNOR(S):	NILE RODGERS	• 
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ASSIGNEE(S):	TOMMY JYMI, INC.	i jegusani
PORTION CONVEYED:	ALL OF HIS UNDIVIDED 50% INTEREST	
conueys to AS	consideration, ASSIGNOR hereby assigns, transfers, SIGNEE that portion of all right, title and interest to the following musical composition(s):	sets over arest set forth
	See Schedule "A"	
uersions of s thereof (whet of intervenin throughout th infringement	copyrights and proprietary rights therein and in aid musical composition(s), and any renewals and there presently available or subsequently available g legislation) in the United States of America and e world, and further including any and all causes of the same, past, present and future, and all propried and unpaid and hereafter accruing.	extensions as the result d elsewhere of action for
IN WITNESS WH Assignment as	EREOF, the undersigned has (have) executed the for	regoing
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NILE RODGERS

# SCHEDULE "A"

•	COPYRIGHT NUMBER & DATE	EFFECTIVE DATE	% INTEREST
AT LAST I AM FREE	Pa 55-929	11/8/78	50.00
BABY DOLL	Pa 383-887	12/17/81	50.00
BACKERED	Pa 116-716	6/7/81	50.00
(FUNNY) BONE	Pa 55-931	11/8/78	50.00
BURN IARD	Pa 140-448	11/23/81	50.00
CAN'T STAND TO LOVE YOU	Pa 108-234	8/2/79	50.00
CHARGE PLATES AND CREDIT CARDS	Pa 77-178	5/13/80	50.00
CHIC CHEER	Pa 55-924	11/8/78	50.00
CHIC (EVERYBODY SAY)	Pa 158 664	10/12/82	50.00
CHIP OFF THE OLD BLOCK	Pa 77-171	6/30/80	50.00
CITY LIGHTS	Pa 155-409	11/5/82	50.00
COULD YOU BE MY BABY aka WOULD YOU BE MY BABY	Pa 140-442	11/23/81	50.00
COVER GIRLS	Pa 77-179	5/13/80	50.00
DANCE, DANCE	Eu 833038	10/13/77	50.00 [
DON'T GO	Pa 59-000	10/19/79	50.00
DON'T THROW MY LOVE NWAY	Pau 304-119	4/28/81	50,00
DREAMGIRL	Pa 149-577	5/3/82	50.00
EASIER TO LOVE	Pa 106-659	1/31/79	50.00

Doc. 0392C

# SCHEDULE "A"

	COPYRIGHT NUMBER & DATE	<u>EFFECTIVE</u> <u>DATE</u>	% INTEREST
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EST-CE C'EST CHIC	Pa 110-219	1/1/78	50.00
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LE FREAK	Pa 126-731	9/21/78	50.00
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GOT TO LOVE SOMEBODY	Pa 60-534	12/13/79	50.00
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HAPPE MAN	Pa 55-927	11/8/78	50.00
HAVE FUN (AGAIN)	Pa 75-960	5/22/80	50.00
HE'S THE GREATEST DANCER	Pa 106-655	 12/27/78	50.00
HEY FOOL	Pa 155-407	11/5/82	50.00
HIGH SOCIETY	Pa 59-103	10/3/79	50.00

#### ASSIGNMENT

#### EXHIBIT A-1

to an agreement between TOMMY JYMI, INC. (BMI) and PLAN NINE MUSIC, INC. (ASCAP), on the one hand, and SONY SONGS INC. (BMI) and SONY TUNES INC. (ASCAP), on the other, dated January 3, 1995 (SMP 94-71).

(Reference - Subparagraph 1.01(a))

- Same at 1 KNOW ALL MEN BY THESE PRESENTS:

The undersigned:

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> NILE RODGERS Name:

Address: c/o Dennis Katz, Esq., 845 Third Avenue, Suite 1400,

New York. New York 10022

("Assignor")

for good and valuable consideration now received, hereby sells and assigns unto:

mar and a Name: TOMMY JYMI, INC. (BMI)

Address: C/o Dennis Katz, Esq., 845 Third Avenue, Suite 1400. New York, New York 10022 ("First Assignee"),

and its successors and assigns forever, one hundred percent (100%) of Assignor(s)' interest in the copyright(s) (including renewals, if applicable) in and to, and all of the right, title and interest of the undersigned Assignor(s) in and to, all musical compositions Assignor owns, in whole or part, including without limitation, the musical composition(s) listed on Schedule A annexed (all such compositions hereinafter collectively the "Compositions"), throughout the world, which First Assignee, in turn; for good and valuable consideration now received, hereby sells and assigns unto:

Name: SONY SONGS INC. (BMI)

Address 550 Madison Avenue. New York. New York 10022-3211

("Second Assignee")

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KNOW ALL'IL

17590/pdb (12/22/94) (RL 17591)

[SMP 94-71.2(2)] (diem. 6)

and its successors and assigns forever, an undivided one hundred percent (100%) of Assignor(s)' interest in the copyright(s) (including renewals, if applicable) in and to, and all of the right, title and interest of Assignor(s) in and to, the Composition(s), throughout the world.

THIS INSTRUMENT is subject to all of the terms and conditions of the agreement dated January 3, 1995 between First Assignee and Second Assignee.

DATED: January 3, 1995

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NILE RODGERS

TOMMY JYMI, INC.

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ACKNOWLEDGEMENTS

STATE OF NEW YORK ) SS

on DEEMBER 22, F64 , before me personally came Nile Rodgers, known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed it.

STATE OF NEW YORK

Hotary Public, State of New York, No. 31-7775399

COUNTY OF NEW YORK

Qualified in New York Courses

Grammission Expires October 41, 1770

came NILE FINER JE, Known to me, who, duly sworn by me, did depose and say that he resides at 11 11 M, M, that he is the FFESTIENT of TOMMY JYMI, INC., the corporation described in and which executed the foregoing instrument, and that he signed It by order of the Board of Directors of the corporation.

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on 31 7771 771

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Calle Other

17590/pdb (12/22/94) (RL 17591)

ACS [SMP 94-71.2(2)]
(diam.6)

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SCHEDULE A

to an agreement between TOMMY JYMI, INC. (BMI) and PLAN NINE
MUSIC, INC. (ASCAP), on the one hand, and SONY SONGS INC. (BMI)
and SONY TUNES INC. (ASCAP), on the other, dated January 3, 1995
(SMP 94-71).

#### (Reference Subparagraph 1.01(a))

#### Compositions

- Some

AM HARD

Title	Writer(s)	Publisher Splits	U.S. Copyright Registration No./Date
AT LAST I AM FREE	NILE RODGERS		
AT LAST I AM FREE BABY DOLL	NILE RODGERS		
BACKFIRED	NILE RODGERS		
X BELIEVER	NILE RODGERS		
BURN HARD	NILE RODGERS		
CAN'T STAND TO LOVE YOU	NILE RODGERS		
CHARGE PLATES &			
CREDIT CARDS CHIC (EVERYBODY SAY) CHIC CHEER	NILE RODGERS		Care of Spiritual and Spiritual Spir
CHIC (EVERYBODY SAY)	NILE RODGERS		5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5
CHIC CHEER	NILE RODGERS		i di santa san
CHICISM	NILE RODGERS		
CHIC MYSTIQUE	NILE RODGERS		
CHIC MYSTIQUE (REPRISE)	NILE RODGERS		
CHIP OFF THE OLD BLOCK	NILE RODGERS		
CHIP OFF THE OLD BLOCK CITY LIGHTS COVER GIRLS	NILE RODGERS		• • • • • • • • • • • • • • • • • • • •
COVER GIRLS	NILE RODGERS		,
DANCE DANCE DANCE (YOWSAH Y)	NILE RODGERS		
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DANCE DANCE DANCE	NILE RODGERS		
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 SONY SONGS INC.

EPIC/SOLAR INC.

SONY LATIN MUSIC PUBLISHING, INC.

550 Madison Avenue

New York, NY 10022

November 1, 1995

BMI 320 West 57th Street New York, NY 10019

Re: Sony Songs Inc., Epic/Solar Inc.
and Sony Latin Music Publishing Inc.

Gentlemen:

The undersigned have this date sold and assigned all of the musical compositions in the above identified catalogs to Sony/ATV Songs LLC. Please change your records accordingly. All of the catalogs should be maintained in separate special accounts for all purposes, including awards and accountings. All accountings should be sent to Sony/ATV Music Publishing LLC, 8 Music Square West, Nashville, TN 37202 Atm: Director of Publishing Administration. All notices and other communications should be sent to Sony/ATV Music Publishing LLC, 550 Madison Avenue, New York, NY 10022 Atm: Vice President of Business Affairs and Administration.

SONY SONGS INC.

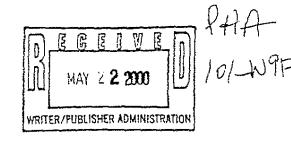
By:

EPIC/SOLAR INC.

By:

SONY LATIN MUSIC PUBLISHING INC.





### Legal & Business Affairs, Performing Rights

#### BMI INTEROFFICE MEMORANDUM

TO:

Louise O'Sullivan

cc: Gary Cannizzo .

(Complete File for microfilming)

FROM:

Gary F. Roth

DATE:

May 17, 2000

RE:

Bernard Edwards, Deceased (Current Affiliation: ASCAP)

(Schedule D), # 101315 ... Bernard Edwards (Estate) X.3.2 29

Bernard's Other Music, # 26748

Attached is a letter agreement dated February 29, 2000, with publisher basic agreement (Exhibit "A") which cancels and supersedes the prior agreement with Bernard's Other Music

Agreement With:

The Bernard Edwards Company, L.L.C., Wallace D. Franson, Executor of the Estate of Bernard Edwards and as Trustee of the Michael Edwards Trust, the David Edwards Trust, the Mark Edwards Trust, the Portia Edwards Trust, the Lean Edwards Trust, and the Bernard Edwards, Jr. Trust

Date of Basic Agreement:

February 28, 2000

Period of Basic Agreement:

July 1, 1999, to June 30, 2004, with automatic five-

year renewals unless canceled.

All works cleared under the prior basic agreement is covered by the new basic.

Rovalties:

There are no withheld royalties on either the writer account of Bernard Edwards or the publisher account of Bernard's Other Music. All future royalties are to be made payable and mailed as follows:

> The Bernard Edwards Co., L.L.C. 5750 Wilshire Blvd., Suite 590 Los Angeles, CA 90036

VERIFIE G/ 5/4100

May 17, 2000 Page 2

Statements and Correspondence:

Sent to the same address

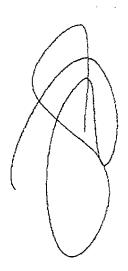
Federal Tax ID Number: 95-4765394

### Documents Attached for Microfilming:

- 1. Letter Agreement with Exhibit "A"
- 2. W-9 IRS Form for The Bernard Edwards Co., L.L.C.
- 3. 101 Form for The Bernard Edwards Co., L.L.C.
- 4. Attachment for 101 listing members, percent of ownership and Tax ID Numbers
- 5. Articles of Organization for a Connecticut Limited Liability Company
- 6, Decree RE: Administration and Distribution
- 7. Assignment of Copyright by the Michael Edwards Trust
- 8. Assignment of Copyright by the David Edwards Trust
- Assignment of Copyright by the Mark Edwards Trust
- 10. Assignment of Copyright by the Portia Edwards Trust
- 11. Assignment of Copyright by the Leah Edwards Trust
- 12. Assignment of Copyright by the Bernard Edwards, Jr. Trust
- 13. Assignment of Copyright by the The Bernard Edwards Company, L.L.C.

GR:wi

cc: J. Ruiz





February 29, 2000

Wallace D. Franson, Trustee c/o Jess S. Morgan & Company, Inc. 5750 Wilshire Blvd, Ste. 590 Los Angeles, CA 90036-3697

RE: Estate of Bernard Edwards

Dear Mr. Franson:

This will confirm our understanding as follows:

We are entering into the publisher agreement annexed hereto as Exhibit "A" (herein called the "basic agreement") in reliance upon the following warranties and representations:

- I. You warrant and represent:
- (a) that Bernard Edwards, hereinafter called the "decedent", died testate and a resident of the State of Connecticut on April 18, 1996; and
- (b) that you were appointed Executor of the Estate of Bernard Edwards by the Westport Probate Court, Connecticut, on June 3, 1996; and
- (c) that pursuant to Assignments dated January 1, 2000, from you as Executor of the Estate of Bernard Edwards, the Michael Edwards Trust, the David Edwards Trust, the Mark Edwards Trust, the Portia Edwards Trust, the Leah Edwards Trust, and the Bernard Edwards, Jr. Trust were each assigned an 8.33% Copyright interest and an 16.67% Administration Rights interest in and to all of the works written by Bernard Edwards and published by Bernard's Other Music; and
- (d) that you as Trustee of each of the Michael Edwards Trust, the David Edwards Trust, the Mark Edwards Trust, the Portia Edwards Trust, the Leah Edwards Trust, and the Bernard Edwards, Jr. Trust have assigned to the Bernard Edwards Company, LLC (the "Company") all of the rights held by said Trusts with respect to the works written and published by the decedent, and that during the term of the basic agreement, the Company will own and control all of

February 29, 2000 Page 2

the rights granted to BMI pursuant to the basic agreement with respect to all works published by the decedent which are embraced by the basic agreement as well as all works formerly embraced by the agreement between the decedent and BMI dated April 10, 1981, which BMI has continued to license for the decedent as a writer; and

- (e) that the Estate of Bernard Edwards is now closed; and
- (f) that notwithstanding any representations decedent may have made to BMI during his lifetime, you have not purported to grant or assign to any other performing rights organization the right to license performances of the works embraced by the basic agreement or by the agreement between the decedent and BMI dated April 10, 1981; and that BMI has the right to license the writer share in all of the works written by Bernard Edwards through June 30, 1983, and the publisher share on all of the works of Bernard's Other Music; and
- (g) that all debts, taxes, and expenses of any kind which are due, or might become due, on behalf of the decedent or his estate have been paid.
- 2. The basic agreement shall be deemed to contain the following additions and modifications:
  - (a) The date of the basic agreement shall be deemed to be February 28, 2000.
    - (i) In Paragraph numbered FIRST: the word "period" shall mean the term from July 1, 1999, to June 30, 2004, and continuing thereafter for additional terms of five (5) years each unless terminated by either party by the end of said initial term or any additional term upon notice by registered or certified mail not more than six (6) months or less than three (3) months prior to the end of any such term.
- 3. The basic agreement, as of its effective date, shall cancel and supersede the agreement between the decedent doing business as Bernard's Other Music and BMI dated January 19, 1981, and all modifications thereof. All works embraced by said agreement shall be deemed included in the basic agreement.
- 4. In reliance upon the warranties and representations contained above, BMI agrees to pay The Bernard Edwards Company, LLC, any royalties that have been withheld and which may hereafter become due on behalf of the decedent doing business as Bernard's Other Music under the basic agreement, as well as any royalties which

February 29, 2000 Page 3

become payable for performances of the works of Bernard Edwards as a writer with respect to his works existing as of June 30, 1983.

6. In consideration of the foregoing, you all agree, jointly and severally, to indemnify, save and hold BMI free and harmless from and against any and all claims, actions, demands, recoveries and judgments of any and all creditors, heirs, assignees or successors of the decedent in connection with aforesaid agreements dated January 19, 1981, and April 10, 1981, and any modifications thereof or any payments to The Bernard Edwards Company, LLC by BMI under said agreements and the basic agreement by virtue of your warranties and representations contained herein.

Very truly yours,

ACCEPTED AND AGREED TO:

BROADCAST MUSIC, INC.

THE BERNARD EDWARDS COMPANY, L.L.C.

By: \

President Menarca

By:

Gary F/Roth

Assistant Vice President

95-4765394

Federal Tax ID Number of The Bernard Edwards Company, L.L.C

Wallace D. Franson, as Executor of the Estate of Bernard Edwards and as Trustee of the Michael Edwards Trust, the David Edwards Trust, the Mark Edwards Trust, the Portia Edwards Trust, the Leah Edwards Trust, and the Bernard Edwards, Jr. Trust

DMT		Exhibit "A"			
AGREEMENT made on					
*	doing business as				
, C	Publisher"), whose address is	***			
a as a to a 4 a pulmental managed to an amount of the same and the sam	WITNESSETH:	The state of the s			
FIRST: The term of this 2	greement shall be the period from				
terminated by either party at the end of	and continuing thereafter f such initial period or any additional period, (3) months prior to the end of any such period	upon notice by registers	of five (5) years each unless d or certified mail not more		
SECOND: As used in this agr	eement, the word "Work" or "Works" shall n	nean:			
	ons (including the musical segments and individuablished, now owned or copyrighted by Publish				

All musical compositions (including the musical segments and individual compositions written for a dramatic or dramaticomusical work) whether published or unpublished, in which hereafter during the term Publisher acquires ownership of copyright or ownership or control of the performing rights, from and after the date of the acquisition by Publisher of such ownership or control.

THIRD: Except as otherwise provided herein, Publisher hereby sells, assigns and transfers to BMI, its successors or assigns, for the term of this agreement:

- A. All the rights which Publisher owns or acquires publicly to perform, and to Ilcense others to perform, anywhere in the world, any part or all the Works.
- B. The non-exclusive right to record, and to license others to record, any part or all of any of the Works on electrical transcriptions, wire, tape, film or otherwise, but only for the purpose of performing such Work publicly by means of radio and television or for archive or audition purposes. This right does not include recording for the purpose of sale to the public or for the purpose of synchronization (I) with motion pictures intended primarily for theatrical exhibition or (2) with programs distributed by means of syndication to broadcasting stations, cable systems or other similar distribution outlets.
- C. The non-exclusive right to adapt or arrange any part or all of any of the Works for performance purposes, and to license others to do so.

FOURTH: Notwithstanding the provisions of subparagraph A of paragraph THIRD hereof:

- A. The rights granted to BMI by said subparagraph A shall not include the right to perform or license the performance of more than one song or aria from a dramatic or dramatics musical work which is an opera, operatia or musical show or more than five (5) minutes from a dramatic or dramatico-musical work which is a bullet, if such performance is accompanied by the dramatic action, costumes or scenery of that dramatic or dramatico-musical work.
- B. Publisher, together with all the writers and co-publishers, if any, shall have the right jointly, by written notice to BMf, to eminde from the grant made by subparagraph A of paragraph TMRD hereof performances of Works comprising more than thirty (30) minutes of a dramatic or dramatico-musical work, but this right shall not apply to such performances from (1) a score originally written for or performed as part of a theatrical or television film, (2) a score originally written for or performed as part of a theatrical or television film, (2) a score originally written for or performed as part of a radio or television program, or (3) the original cast, sound track or similar album of a dramatic or dramatico-musical v ork.
- C. Publisher, the writers and/or co-publishers, if any, retain the right to issue non-exclusive licenses for performances of a Work or Works in the United States, its territories and possessions (other than to another performing rights licensing organization), provided that within ten (10) days of the issuance of such license BMI is given written notice thereof and a copy of the license is supplied to BMI.

rights, and

- A. As full consideration for all rights granted to BMI hereunder and as security therefor. BMI agrees to make the following payments to Publisher with respect to each of the Works in which BMI has performing rights:
- (1) For radio and television performances of Works in the United States, its territories and possessions, BMI will pay amounts calculated pursuant to BMI's then standard practices upon the basis of the then current perfor mance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. The number of performances for which Publisher shall be entitled to payment shall be estimated by Boll in accordance with its then current system of computing the number of such performances.

Publisher acknowledges that BMI licenses performances of the Works of its affiliates by means other than on radio and television, but that unless and until such time as methods are adopted for tabulation of and payment for such performances, payment will be based solely on performances in those media and locations then currently surveyed. In the event that during the term of this agreement BMI shall establish a system of separate payment for performances by means other than radio and television. BMI shall pay Publisher upon the basis of the then current performance rates generally guid by BMI to its other affiliated publishers for similar performances of similar compositions.

- (2) For performances of Works outside of the United States, its territories and possessions, BMI will pay to Publisher modes received by BMI in the United States from any performing rights licensing organization which are designated by such organization as the publisher's share of foreign performance royalties carned by any of the Works after the deduction of BMI's then current handling charge applicable to its affiliated publishers and in accordance with BMI's then standard practices of payment for such performances.
- (3) In the case of Works which, or rights in which, are owned by Publisher jointly with one or more other publishers, the sum payable to Publisher under this subparagraph A shall be a pro-rata share determined on the basis of the number of publishers, unless BMI shall have received from Publisher a copy of an agreement or other document signed by all of the publishers providing for a different division of payment.
- B. Nutwithstanding the provisions of subparagraph A of this paragraph FIFTH, BMI shall have no obligation to make payment hereunder with respect to (1) any performance of a Work which occurs pring to the date on which BMI shall have received from

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Publisher of all the material with respect to such Work referred to in subparagraph 4 of parägraph TENTH hereof, and in the case of loreign performances, the information referred to in subparagraph B of paragraph FOURTEENTH hereof, or (2) any performance of a Work as to which a direct license as described in subparagraph () of paragraph FOURTH hereof has been granted by Publisher, its co-publishers or the writers, or (3) any performance for which to license fees shall be collected by BMI, or (4) any performance of a Work which Publisher claims was either omitted from a miscalculated on a royalty statement and for which BMI shall not have received written notice from Publisher of such claimed omission or miscalculation within time (9) months of the date of such statement.

SIXTH: In accordance with BMI's then current standard practices, BMI will furnish periodic statements to Publisher during each rear of the term showing the monies due pursuant to subparagraph A of paragraph FIFTH hereof. Each such statement shall be accompanied by payment of the sum thereby shown to be due to Publisher, subject to all proper deductions, if any, for taxes, advances or amounts due to BMI from Publisher.

#### SEVENTH:

- A. Nothing in this agreement requires BMI to continue to license the Works subsequent to the termination of this agreement. In the event that BMI continues to license Publisher's interest in any Work, however, BMI shall continue to make payments to Publisher for such Work for so long as Publisher does not make or purport to make directly or indirectly any grant of performing rights in such Work to any other licensing organization. The amounts of such payments shall be calculated pursuant to BMI's then current standard practices upon the basis of the then current performance rates generally paid by BMI by registered or certified until of any grant or purported grant by Publisher agrees to notify BMI by registered or certified until of any grant or purported grant by Publisher directly or indirectly of performing rights to any other performing rights organization within ten (10) days from the making of such grant or purported grant and if Publisher fails so to inform BMI thereof and BMI makes payments to Publisher for any period after the making of any such grant or purported grant, Publisher agrees to repay to BMI all amounts so paid by BMI promptly with or without demand by BMI. In addition, if BMI inquires of Publisher by registered or certified mail, addressed to Publisher's last known address, whether Publisher has made any such grant or purported grant and Publisher has not made any such grant or purported grant, BMI may, from and after such date, discontinue making any payments to Publisher has not made any such grant or purported grant, BMI may, from and after such date, discontinue making any payments to Publisher.
- B. BMI's obligation to continue payment to Publisher after the termination of this agreement for performances outside of the United States, its territories and possessions, of Works which BMI continues to license after such termination shall be dependent upon BMI's receipt in the United States of payments designated by foreign performing rights licensing organizations as the publisher's share of foreign performance royalities earned by the Works. Payment of such foreign royalities shall be subject to deduction of BMI's then current handling charge applicable to its affiliated publishers and shall be in accordance with BMI's then standard practices of payment for such performances.
- C. In the event that BMI has reason to believe that Publisher will receive, or is entitled to receive, or is receiving payment from a performing rights licensing organization other than BMI for or based on United States performances of one or more of the Works during a period when such Works were licensed by BMI pursuant to this agreement, BMI shall have the right to withhold payment for such performances from Publisher until receipt of evidence satisfactory to BMI that Publisher was not or will not be so paid by such other organization. In the event that Publisher was or will be so paid or does not supply such evidence within eighteen (18) months from the date of BMI's request therefor, BMI shall be under no obligation to make any payment to Publisher for performances of such Works during such period.
- EIGHTH: In the event that this agreement shall terminate at a time when, after crediting all earnings reflected by statements rendered to Publisher prior to the effective date of such termination, there remains an unearned balance of advances paid to Publisher shall, such termination shall not be effective date of such termination abail not be effective until the close of the calendar quarterity period during which (A) Publisher shall repay such unearned balance of advances, or (B) Publisher shall dotify BMI by registered or certified mail that Publisher that received a statement rendered by BMI at its normal accounting time showing that such unearned balance of advances has been fully recouped by BMI.

#### NINTH:

- A. BMI shall have the right, upon written notice to Publisher, to exclude from this agreement, at any time, any Work which in BMI's opinion is similar to a previously existing composition and might constitute a copyright infringement, or has a title or music or lyric similar to that of a previously existing composition and might lead to a claim of unfair competition.
- B. In the case of Works which in the opinion of BMI are based on compositions in the public domain. BMI shall have the right, at any time, upon written notice to Publisher, either (1) to exclude any such Work from this agreement, or (2) to classify any such Work as entitled to receive only a stated fraction of the full credit that would otherwise he given for performances thereof.
- C. In the event that any Work is excluded from this agreement pursuant to subparagraph A or B of this paragraph NINTH, or pursuant to subparagraph C of paragraph TWELFTH hereof, all rights of BMI in such Work shall automatically revert to Publisher ten (10) days after the date of the notice of such exclusion given by BMI to Publisher. In the event that a Work is classified for less than full credit under subparagraph B(2) of this paragraph NINTH, Publisher shall have the right, by giving notice to BMI within ten (10) days after the date of BMI's notice to Publisher of the credit allocated to such Work to terminate all rights in such Work granted to BMI herein and all such rights of BMI in such Work shall thereupon revert to Publisher.

#### TENTH

- A. With respect to each of the Works which has been or shall be published or recorded commercially or synchronized with motion picture or television film or tape ar which Publisher considers likely to be performed, Publisher agrees to furnish to BMI:
- (I) A completed clearance form available in blank from B&II, unless a cue sheet with respect to such Work is furnished pursuant to subparagraph A(3) of this paragraph TENTH.
- (2) If such Work is based on a composition in the public domain, a legible lead sheet or other written or printed topy of such Work setting forth the lyrics, if any, and music correctly metered; provided that with respect to all other Works, such copy need be furnished only if requested by BMI pursuant to subsection (b) of subparagraph D(2) of this paragraph TENTH.
- (3) If such Work has been ar shall be synchronized with or otherwise used in connection with motion picture or television film or tage, a cue sheet showing the citic, writers, publisher and nature and duration of the use of the Work in such film or tage.
- B. Publisher shall submit the material described in subparagraph A of this paragraph TENTH with respect to Works beretofore published, recorded or synchronized within ten (10) days after the execution of this agreement and with respect to any of the Works beceafter so published, recorded, synchronized or likely to be performed prior to the date of publication or release of the recording, film or tape or anticipated performance.
- C. The submission of each clearance form or one sheet shall constitute a warranty and representation by Publisher that all of the information contained thereon is true and correct and that no performing rights in any of the Works listed thereon have been granted to or reserved by others except as specifically set forth therein.

#### D. Publisher agrees:

(1) To secure and maintain copyright protection of the Works pursuant to the Copyright Law of the United States and pursuant to the laws of such other nations of the world where such protection is afforded; and to give BMI, upon request, prompt written notice of the date and number of copyright registration and/or renewal of each Work registered in the United States Copyright Office.

#### (2) At BMI's request:

- (a) To register each unpublished and published Work in the United States Copyright Office pursuant to the Copyright Law of the United States.
- (b) To obtain and deliver to BMI copies of: unpublished and published Works; copyright registration and/or renewal certificates issued by the United States Copyright Office; any agreements, assignments, instruments or documents of any kind by which Publisher obtained the right to publicly perform and/or the right to publish, co-publish or sub-publish any of the Works.
- E. Publisher agrees to give BMI prompt notice by registered or certified mail in each instance when, pursuant to the Copyright Law of the United States, (1) the rights granted to BMI by Publisher in any Work shall revert to the writer or the writer's representative, or (2) copyright protection of any Work shall terminate.

#### ELEVENTH: Publisher warrants and represents that:

- A. Publisher has the right to enter into this agreement; Publisher is not bound by any prior commitments which conflict with its undertakings berein; the rights granted by Publisher to BMI herein are the sole and exclusive property of Publisher and are free from all adverse encumbrances and claims; and exercise of such rights will not constitute infringement of copyright or violation of any right of, or unfair competition with, any person, firm, corporation or association.
- B. Except with respect to Works in which the possession of performing rights by another person, firm, corporation or association is specifically set forth on a clearance form or one sheet submitted to BMI pursuant to subparagraph A of paragraph TENTH hereof, Publisher has performing rights in each of the Works by virtue of written grants thereof to Publisher signed by the authors and composers or other owners of such Work.

#### TWELFTH:

- A. Publisher agrees to defend, indemnify, save and hold BMI, its licensees, the advertisers of its licensees and their respective agents, servants and employees, free and harmless from and against any and all demands, loss, damage, suits, judgments, recoveries and costs, including counsel fees, resulting from any claim of whatever nature arising from or in connection with the exercise of any of the rights granted by Publisher in this agreement; provided, however, that the obligations of Publisher under this paragraph TWELFTH shall not apply to any matter added to, or changes made in, any Work by BMI or its licensees.
- B. Upon the receipt by BMI or any of the other parties herein indemnified of any notice, demand, process, papers, with or pleading, by which any such claim, demand, suit or proceeding is made or commenced against them, or any of them, which Publisher shall be obliged to defend hereunder, BMI shall, as soon as may be practicable, give Publisher notice thereof and deliver to Publisher such papers or true copies thereof, and BMI shall have the right to participate and direct such defense on hehalf of BMI and/or its licensees by counsel of its own choice, at its own expense. Publisher agrees to cooperate with BMI in all such statters.
- C. In the event of such notification of claim or service of process on any of the parties herein indemnified, BMI shall have the right, from the date thereof, to exclude the Work with respect to which a claim is made from this agreement and/or to withhold payment of all sums which may become due pursuant to this agreement or any modification thereof until receipt of satisfactory written evidence that such claim has been withdrawn, settled or adjudicated.

THIRTEENTH: Publisher makes, constitutes and appoints BMI. or its nominee, Publisher's true and lawful altorney, irrevocably during the term hereof, in the name of BMI or that of its nominee, or in Publisher's name, or otherwise, in BMI's sole judgment, to do all acts, take all proceedings, and execute, acknowledge and deliver any and all instruments, papers, documents, process or pleadings that, in BMI's sole judgment, may be necessary, proper or expedient to restrain infringement of and/or to enforce and protect the rights granted by Publisher hereunder, and to recover damages in respect of or for the infringement or other violation of said rights, and in BMI's sole judgment to join Publisher and/or others in whose names the copyrights to any of the Works may stand, and to discontinue, compromise or refer to arbitration, any such actions or proceedings or to make any other disposition of the disputes in relation to the Works; provided that any action or proceeding commenced by BMI pursuant to the provisions of this paragraph THIRTEENTH shall be at its sole expense and for its sole henefit. Notwithstanding the foregoing, nothing in this paragraph THIRTEENTH requires BMI to take any proceeding or other action against any person, firm, partnership or other entity or any writer or publisher, whether or not affiliated with BMI, who Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder. In addition, Publisher understands and agrees that the licensing by BMI of any musical compositions which Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder. In addition, Publisher's Works or otherwise violating the rights granted by Publisher hereunder of Publisher's Works or otherwise violating the rights granted by Publisher hereunder, shall not constitute an infringement of Publisher's Works or otherwise

#### FOURTEENTH:

- A. It is acknowledged that BMI has heretofore entered into, and may during the term of this agreement enter into contracts with performing rights licensing ortanizations for the licensing of gublic performing rights controlled by BMI in territories outside of the United States, its territories and possessions (herein called "Foreign Territories"). Upon Publisher's written request, BMI agrees to permit Publisher to grant performing rights in any or all of the Works for any Foreign Territory for which, at the time such request is received, BMI has not entered into any such contract with a performing rights licensing organization; provided, however, that any such grant of performing rights by Publisher shall terminate at such time when BMI shall have entered into such a contract with a performing rights licensing organization covering such Foreign Territory and shall have notified Publisher thereof. Nothing herein contained, however, shall be deemed to restrict Publisher from assigning to its foreign publisher or representative the right to collect a part or all of the publishers' performance royalties carned by any or all of the Works in any Foreign Territory as part of an agreement for the publication, exploitation or representation of such Works in such territory, whether or not BMI has entered into such a contract with a performing rights licensing organization covering such territory.
- B. Publisher agrees to notify BMI promptly in writing in each instance when publication, exploitation or other rights in any or all of the Works are granted for any Foreign Territory. Such notice shall set forth the title of the Work, the Foreign Territory or Territories involved, the period of such grant, the name of the person, firm, corporation or association entitled to collect performance royalties carned in the Foreign Territory and the amount of such there. Within ten (10) days after the execution of this agreement Publisher agrees to submit to BMI, in writing, a list of all Works as to which Publisher has, prior to the effective date of this agreement, granted to any person, firm, corporation or association performing rights and/or the right to collect publisher performance royalties earned in any Foreign Territory.

FIFTEENTH: BMI shall have the right, in its sole discretion, to terminate this agreement if:

- A. Publisher, its agents, employees, representatives or affiliated companies, directly or indirectly during the term of this agreement:
- (1) Solicits or accepts payment from or on behalf of authors for composing music for lyrics, or from or on behalf of composers for writing lyrics to music.
- (2) Solicits or accepts music and/or tyrics from composers or authors in consideration of any payments to be made by or on behalf of such composers or authors for reviewing, arranging, promotion, publication, recording or any other services connected with the exploitation of any composition.

- (3) Permits Publisher's name, or the fact of its affiliation with BMI, to be used by any other person, firm, corporation or association engaged in any of the practices described in subparagraphs A(I) and A(2) of this paragraph FIFTEENTH.
- (4) Submits to BMI, as one of the Works to come within this agreement, any musical composition with respect to which any payments described in subparagraphs A(1) and A(2) of this paragraph FIFTEENTH have been made by or on behalf of a composer or author to any person, firm, corporation or association.
- B. Publisher, its agents, employees or representatives directly or indirectly during the term of this agreement makes any effort to ascertain from, or offers any inducement or consideration to, anyone, including but not limited to any radio or television licensee of BMI or to the agents, employees or representatives of BMI or of any such licensee, for information regarding the time or limes when any such BMI licensee is to report its performances to BMI, or to altermpt in any way to manipulate performances or affect the representative character or accuracy of BMI's system of sampling or logging performances.
- C. Publisher fails to notify BMI's Department of Writer/Publisher Administration promptly in writing of any change of Erm name, ownership or address of Publisher.

In the event BMI exercises its right to terminate this agreement pursuant to the provisions of subparagraphs A. B or C of this paragraph FTFTEENTH, BMI shall give Publisher at least thirty (30) days' notice by registered or certified mail of such termination. In the event of such termination, no payments shall be due to Publisher pursuant to paragraph SEVENTH hereof.

SIXTEENTH: In the event that during the term of this agreement (1) monies shall not have been earned by Publisher pursuant to paragraph FIFTH hereof for a period of two consecutive years or more, or (2) the proprietor, if Publisher is a sole proprietorship, shall die, BMI shall have the right to terminate this agreement on at least thirty (30) days' natice by registered or certified mail addressed to the last address furnished by Publisher in writing to BMI's Department of Writer/Publisher Administration and, in the case of the death of a sole gropyletor, to the representative of said proprietor's estate, if known to BMI. In the event of such termination, no payments shall be due Publisher pursuant to paragraph SEVENTH hereof.

SEVENTEENTH: Publisher acknowledges that the rights obtained by it pursuant to this agreement constitute rights to payment of money and that during the term BMI shall hold title to the performing rights granted to BMI hereunder. In the event that during the term Publisher shall file a petition in bankruptcy, such a petition shall be filed against Publisher, Publisher shall make an assignment for the benefit of creditors, Publisher shall consent to the appointment of a receiver or trustee for all or part of its property. Publisher shall file a petition for corporate reorganization or arrangement under the United States bankruptcy laws, or Publisher shall institute or shall have instituted against it any other insolvency proceeding under the United States bankruptcy laws or any other applicable law, or, in the erent Publisher is a partnership, all of the general partners of said partnership shall be adjudged bankrupts, BMI shall retain title to the performing rights in all Works the rights to which are granted to BMI berconder and shall subrogate Publisher's trustee in bankruptcy or receiver and any subsequent purchasers from them to Publisher's right to payment of money for said Works in accordance with the terms and conditions of this agreement.

EIGHTEENTH: All disputes of any kind, nature or description arising in connection with the terms and conditions of this agreement shall be submitted to the American Arbitration Association in New York, New York, for arbitration under its then prevailing rales, the arbitrator(s) to be selected as follows:

Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbifrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days clapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon the third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and shall include the fixing of the costs, expenses and reasonable attorneys' fees of arbitration, which shall be borne by the unsuccessful party. Judgement may be entered in New York State Supreme Court or any other court having jurisdiction.

NINETEENTH: Publisher agrees that it shall not, without the written consent of BMI, assign any of its rights bereunder. No rights of any kind against BMI will be acquired by the assignee if any such purported assignment is made by Publisher without such written consent.

TWENTIETH: Any notice sent to Publisher pursuant to the terms of this agreement shall be valid if addressed to Publisher at the last address furnished in writing by Publisher to BMI's Department of Writer/Publisher Administration.

TWENTY-FIRST: This agreement constitutes the entire agreement between BMI and Publisher, cannot be changed except in a writing signed by BMI and Publisher and shall be governed and construed pursuant to the laws of the State of New York.

TWENTY-SECOND: In the event that any part or parts of this agreement are found to be void by a court of competent Jurisdiction, the remaining part or parts shall nevertheless be binding with the same force and effect as if the void part or parts were deleted from this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

BROADCAST MUSIC, INC.

By Title of Siener)	

Form W-9
(Rev. March 1994)
Department of the Theasury

# Request for Taxpayer Identification Number and Certification

Give form to the requester. Do NOT send to the IRS.

	Name (If joint names, list first and circle the name of the person	ת פר בתנווץ שה	iose number you enter	in Part I belo	w. Sée instr	ictions on page 2 if your name has changed.)
type	The Bernard Edwards Co., L.L.	.C				
A or ty	Business name (Sole proprietors see instructions on page	2.)			÷.	
ᄪ	Please check appropriate box: Individual/Sole pro	crietor	Concertion	Parmers	erio 📈	Other > Ltd. Liability Corp
Piense	Address (number, street, and apt or suite no.) 5750 Wilshire Blvd., Suite 59	30			Requeste	er's name and address (optional)
a.	Cay, state, and ZIP code Los Angeles, CA 90036	# 14 SE	-	-11		· · · · · · · · · · · · · · · · · · ·
	Taxpayer Identification Number	(TIN)			List acco	unt number(s) here (optional)
ind (SS	ter your TIN in the appropriate box. For ividuals, this is your social security number SN), For sole proprietors, see the instructions	Social se	curity number	terran.		
ide	page 2. For other entities, it is your employer ntification number (EIN). If you do not have a mber, see How To Get a TIN below.		OR		Part II	For Payees Exempt From Backup Withholding (See Part II
500	te: If the account is in more than one name, a the chart on page 2 for guidelines on whose mber to enter.	, ,	4   7   6   5   3		<b>&gt;</b>	instructions on page 2)

#### Part | Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Cartification instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see Part III instructions on page 2.)

Sign Here Signature ➤ Wallace D. Franson, Date ➤ 4 20 cm.

Trustee

Section references are to the internal Revenue Code.

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct for you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What Is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester, or
- 2. The IRS tells the requester that you furnished an incorrect TIN, or
- 3. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 4. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1983 only), or

5. You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate instructions for the Requester of Form W-9.

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

<u>TIN</u> 95-7050894	OWNER 3#12 1/6	MEMBERS: Wallace D. Franson, Trustee of the Bernard Edwards, Jr. Trust 5750 Wilshire Blvd. Suite 590 Los Angeles, CA 90036
95-7050893	. 1/6	Wallace D. Franson, Trustee of the Mark Edwards Trust 5750 Wilshire Bivd. Suite 590 Los Angeles, CA 90036
95-7050892	1/6	Wallace D. Franson, Trustee of the David Edwards Trust 5750 Wilshire Blvd. Suite 590 Los Angeles, CA 90036
95-7050891	1/6	Waliace D. Franson, Trustee of the Portia Edwards Trust 5750 Wilshire Blvd. Suite 590 Los Angeles, CA 90036
95-7050895	1/6	Wallace D. Franson, Trustee of the Michael Edwards Trust 5750 Wilshire Blvd. Suite 590 Los Angeles, CA 90036
95-7050890	1/6	Wallace D. Franson, Trustee of the Leah Edwards Trust 5750 Wilshire Blvd. Suite 590 Los Angeles, CA 90036



SECRETARY OF THE STATE 30 TRINITY STREET P.O. BOX 150470 HARTFORD, CT 06115-0470

MAY 4,2000

Jess S. Morgan & Company

MAY - 8 2000

RM:

IRCHARD J. POBER P.O. BOX 710 WESTPORT, CT 06881

RE: Acceptance of Business Filing

This letter is to confirm the acceptance of the following business filing:

Business Name: THE BERNARD EDWARDS COMPANY, LLC

Work Order Number: 2000071353-001
Business Filing Number: 0002106679
Type of Request: ARTICLES OF CRGANIZATION
File Date/Time: MAY 04 2000 08:30 AM
Effective Date/Time:
Work Order Payment Received: 85.00
Payment Received: 85.00

Account Balance: .00 Customer Id: 630874 Business Id: 0650746

If applicable for this type of request, a summary of the business information now on our records for this business is enclosed.

If you would like copies of this filing you must complete a Request for Corporate Copies and submit it with the appropriate fee.

SUSAN LOGATTO Commercial Recording Division 860-509-6003

#### BUSINESS FILING REPORT

WORK ORDER NUMBER: 2000071353-001 BUSINESS FILING NUMBER: 0002106679

BUSINESS NAME:

THE BERNARD EDWARDS COMPANY, LLC

BUSINESS LOCATION:

5750 WILSHIRE BLVD. SUITE 590 LOS ANGELES, CA 90036

\*\* END OF REPORT \*\*

For Internal BMI Use Only For Internal BMI Use Only Entered Via Scope Received Performing Rights Performing Rights Administration Ventied; \_\_\_ Administration PLEASE SUPPLY THE FOLLOWING INFORMATION Date \_\_ The Bernard Edwards Company, L.L.C. EXACT COMPANY NAME: \_\_\_ If this is a new name, indicate former name and enclose cashier's check, money order or personal check payable to BMI for \$75.00, the administrative fee for processing a change of publishing company name or for a change in ownership. 5750 Wilshire Blvd., Suite 590 **BUSINESS ADDRESS:** (include zip code and name of Los Angeles, CA 90036 individual if essential to proper delivery of mail) 323 634-2400 **BUSINESS PHONE:** area code Fax # 323-937-6532 URL Web Site \_\_\_\_ COMPLETE ONE SECTION ONLY A.B.C OR D A. INDIVIDUALLY OWNED: Full Name of Individual \_\_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_ Home Address Zīp Code Fed, Tax Acct. No. B. PARTNERSHIP: (If not available request form S.S. #4 from IRS) List all Partners Pctg. of Ownership **FULL NAME** HOME ADDRESS Soc. Sec. No. Zip Code

Zip Code

Zip Code

101-7/93/mc

CONTINUED ON REVERSE SIDE

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# If new corporate name is indicated on page 1, check one:

Old corporation or Limited Liability Company has changed its name

(Copy of Certificate of Change of Name filed with Secretary of State must be attached)

New corporation or Limited Liability Company has been formed

(Copy of Certificate of Incorporation or Articles of Organization for LLC's filed with Secretary of State must be attached)

PLEASE SIGN AND RETURN (WITH \$75.00 FEE FOR CHANGING PUBLISHING CO. NAME OR CHANGE IN

OWNERSHIP)

Signature of owner, partner, or member/manager

(Please print name of person signing)

BMI Administrative Territories

BMI Publisher Administration 8730 Sunset Blvd. 3rd Floor West Los Angeles, CA 90069 310-659-9109

BMI
Publisher Administration
84 Harley House
Marylebone Road
London NW1 5HN

BMI\*
Publisher Administration
320 West 57\* Street
New York, NY 10019
212-586-2000

Territory Includes Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, American Samoa and Guam

BMI Publisher Administration 10 Music Square East Nashville, TN 37203 615-401-2000

PLEASE RETURN THIS DOCUMENT TO THE BMI OFFICE RESPONSIBLE FOR YOUR STATE
ATTENTION: PUBLISHER ADMINISTRATION

01144171 486-2036

101-7/93/mc

STATE OF CONNECTICUT COURT OF PROBATE

DECREE RE: ADMINISTRATION AND DISTRIBUTION (PC-262) REV. 10/98

Recorded: Page:

YOL 704PG069

Court of Probate, District of Westport District Number 158

96-000083

Estate of: BERNARD EDWARDS, late of Westport

Date of Administration Account: 12/08/1999

At a Court of Probate held at the place and time of hearing set by the Court together with any continuances thereof, as of record appears, on the fiduciary's application for allowance of the administration account indicated above, ascertainment of heirs and distributees, and an order of distribution.

PRESENT: Hon. KEVIN M. O'GRADY, Judge

After due hearing THE COURT FINDS that:

Notice of hearing was given in accordance with the order of notice previously given.

All succession taxes due to the State of Connecticut have been paid.

The distributees of the rest, residue and remainder of said estate are as set forth in the schedule of proposed distribution in said account

WHEREFORE, it is ORDERED AND DECREED that:

Said account is allowed and approved.

Any unpaid bequests or legacies shall be paid over to those legally entitled thereto.

The rest, residue and remainder of said estate be distributed, transferred and paid over to and among the distributees or their fiduciaries \_ the fiduciary of the estate as set forth in the schedule of proposed distribution of said account, and in accordance with the provisions of the Will, and Codicil(s) if any, of said deceased.

It is further ORDERED AND DECREED that said fiduciary make due return of compliance with this Order.

Dated at Westport, CT, this 27th day of December, 1999.

\*And it is further DECREED that the estate is completed and closed this 31st day of December, 1999.

KEVIN M. O'GRADY,

### ARTICLES OF ORGANIZATION FOR A CONNECTICUT LIMITED LIABILITY COMPANY

NOTE: This form constitutes only the minimum statutory requirements for filing with the Office of the Secretary of the Stare. Should you wish to include additional information, you may attach a plain sheet of \$1/2x11 paper to the document.

1.	The name of the limited liability company:
	The Bernard Edwards Company, LLC
2.	The nature of business to be transacted or the purpose to be promoted or carried out the limited liabilit company is as follows:
	The Company's purpose is to engage in any lawful act or activity for which a limited liability company may be organized under the Act.
3.	Principal office address: (P.O. Box is not acceptable) 5750 Wilshire Blyd., Suite 590, Los Angeles, (90036
4.	Statutory agent for service of process, P.A. 93-267 §5:  Name: Richard J. Pober Business Address: 19 Ludlow Road, Westport, CT 06880
	Residence Address: 7 Aspetuck Hill Lane, Weston, Connecticut 06883
5.	The latest date upon which the limited liability company will dissolve:
	May 1, 2055 EXECUTION
ť.	Dated this 31st day of December 1999
7.	Wallace D. Franson, Manager Name and capacity of signatory (print or type)  8. Signature
9.	Acceptance of appointed statutory agent.
	Richard J. Pober Print Name  10. Signature
	Rec; CC:

Please provide filer's name and complete address for mailing receipt

Richard J. Pober, Esquire

19 Ludiow Road Westport, CT 06880

RETURN FORM TO: Secretary of the State 30 Trinity Street Hanford, CT 06106

APS LLC CT-18

# ASSIGNMENT OF COPYRIGHT

ASSIGNOR:

WALLACE D. FRANSON,

AS TRUSTEE OF THE

BERNARD EDWARDS, JR. TRUST

LEAH EDWARDS TRUST PORTIA EDWARDS TRUST MARK EDWARDS TRUST DAVID EDWARDS TRUST MICHAEL EDWARDS TRUST

ASSIGNEE:

THE BERNARD EDWARDS COMPANY, LLC

PORTION

ASSIGNED:

AN UNDIVIDED FIFTY PERCENT (50%)

OF THE COPYRIGHT OWNERSHIP

ONE HUNDRED PERCENT (100%)
OF THE ADMINISTRATION RIGHTS

The Assignor hereby sells, assigns, transfers and sets over unto the Assignee the above-indicated portion of Assignor's right, title and interest in and to the musical compositions (or fractional shares thereof) listed on the annexed Schedule (the "Compositions"), including, but not limited to the worldwide copyrights in and to said compositions, their titles, and lyrics (including any renewals and/or extensions now or hereafter provided by law), AS WELL AS the exclusive right to administer, control, use, exploit receive income from, and otherwise deal in and for said Compositions (or, in the Assignor's sole discretion, to authorize third parties to do so, in the Assignor's name and on Assignor's behalf, in whole or in part and throughout the world or in lesser territories) throughout the world in perpetuity in accordance with the terms and conditions of the Co-Publishing Agreement dated August 21, 1997 among the Assignor (acting in his capacity as Executor of the Estate of Bernard Edwards, Deceased), Bambi Edwards, and Alexis Edwards and subject to a lien to secure the payment to Jess S. Morgan & Company, Inc. of 5% of the gross receipts from exploitation of such assigned rights in perpetuity.

The Assignor makes no warranties and/or representations with respect to the Assignor's ownership of the Compositions, it being understood and agreed that the aforesaid percentage

Assignment of Copyright Wallace D. Franson -to-The Bernard Edwards Company, LLC Page Two

applies only to such rights as the Assignor has acquired as Executor of the Estate of Bernard Edwards, Deceased.

Los Angeles, California
January 2, 1999- 2000

WALLACE D. FRANSON

Trustee

AGREED AND ACCEPTED:

THE BERNARD EDWARDS COMPANY, LLC

By: \\ Gru 97

## ASSIGNMENT OF COPYRIGHT

ASSIGNOR:

WALLACE D. FRANSON,

EXECUTOR OF THE ESTATE OF BERNARD EDWARDS, DECEASED

ASSIGNEE:

WALLACE D. FRANSON

as TRUSTEE OF THE MICHAEL EDWARDS TRUST

PORTION

ASSIGNED:

AN UNDIVIDED EIGHT AND ONE-THIRD PERCENT (8.333%)

OF THE COPYRIGHT OWNERSHIP

AN UNDIVIDED SIXTEEN AND TWO-THIRDS PERCENT (16.667%)

OF THE ADMINISTRATION RIGHTS

The Assignor hereby sells, assigns, transfers and sets over unto the Assignee the above-indicated portion of Assignor's right, title and interest in and to the musical compositions (or fractional shares thereof) listed on the annexed Schedule (the "Compositions"), including, but not limited to the worldwide copyrights in and to said compositions, their titles, and lyrics (including any renewals and/or extensions now or hereafter provided by law), reserving, however, the exclusive right to administer, control, use, exploit receive income from, and otherwise deal in and for said Compositions (or, in the Assignor's sole discretion, to authorize third parties to do so, in the Assignor's name and on Assignor's behalf, in whole or in part and throughout the world or in lesser territories) throughout the world in perpetuity in accordance with the terms and conditions of the Co-Publishing Agreement dated August 21, 1997 among the Assignor, Bambi Edwards, and Alexis Edwards and subject to a lien to secure the payment to Jess S. Morgan & Company, Inc. of 5% of the gross receipts from exploitation of such assigned rights in perpetuity.

The Assignor makes no warranties and/or representations with respect to the Assignor's ownership of the Compositions, it being understood and agreed that the aforesaid percentage applies only to such rights as the Assignor has acquired as Executor of the Estate of Bernard Edwards, Deceased.

Los Angeles, California

WALLACE D. FRANSON (in his dual capacities)

## ASSIGNMENT OF COPYRIGHT

ASSIGNOR:

WALLACE D. FRANSON.

EXECUTOR OF THE ESTATE OF BERNARD EDWARDS, DECEASED

ASSIGNEE:

WALLACE D. FRANSON

as TRUSTEE OF THE BERNARD EDWARDS, JR. TRUST

**PORTION** 

ASSIGNED:

AN UNDIVIDED EIGHT AND ONE-THIRD PERCENT (8.33%)

OF THE COPYRIGHT OWNERSHIP

AN UNDIVIDED SIXTEEN AND TWO-THIRDS PERCENT (16.67%)

OF THE ADMINISTRATION RIGHTS

The Assignor hereby sells, assigns, transfers and sets over unto the Assignee the above-indicated portion of Assignor's right, title and interest in and to the musical compositions (or fractional shares thereof) listed on the annexed Schedule (the "Compositions"), including, but not limited to the worldwide copyrights in and to said compositions, their titles, and lyrics (including any renewals and/or extensions now or hereafter provided by law), reserving, however, the exclusive right to administer, control, use, exploit receive income from, and otherwise deal in and for said Compositions (or, in the Assignor's sole discretion, to authorize third parties to do so, in the Assignor's name and on Assignor's behalf, in whole or in part and throughout the world or in lesser territories) throughout the world in perpetuity in accordance with the terms and conditions of the Co-Publishing Agreement dated August 21, 1997 among the Assignor, Bambi Edwards, and Alexis Edwards and subject to a lien to secure the payment to Jess S. Morgan & Company, Inc. of 5% of the gross receipts from exploitation of such assigned rights in perpetuity.

The Assignor makes no warranties and/or representations with respect to the Assignor's ownership of the Compositions, it being understood and agreed that the aforesaid percentage applies only to such rights as the Assignor has acquired as Executor of the Estate of Bernard Edwards, Deceased.

Los Angeles, California
January \_\_/\_, 1999 2000

WALLACE D. FRANSON (in his dual capacities)

# I WANT YOUR LOVE

Case 2:19-cv-02637-DRH-AKT Document 29-8 Filed 07/10/20 Page 80 of 176 PageID #: 299 CERTIFICATE OF COPYRIGHT REGISTRATION FORM PA i) ^ " UNITED STATES COPYRIGHT OFFICE REGISTRATION NUIMBER This confidute, insued under the solf of the Copy (3): Office in not ordance with the provisiting of section 410(a) of little 17. United States Code, attests that of pyright reg-58-489 istration has been made for the work monthly dibelow. The information in this certificate has been made a part of the Copyright Office records PA EFFECTIVE DATE OF REGISTRATION Red sier of Convights 1978 Tilk it Studies of America OCTUBER J. Conth Day 7+2 The second secon DO NOT WAITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE CONTINUATION SHEET (FORM PA/CON) NATURE OF THIS WORK: TITLE OF THIS WORK: (See instructions) WANT YOUR LOVE E MUSIC WORDS Title PREVIOUS OR ALTERNATIVE TITLES: IMPORTANT: Under the law, the "author" of a work made for third is generally the entologier, not the criptopic (see interactions) If any fact of this was "made for thise" check "Yes" in the space provided, give the on player for other person for whom the work was premained as. Author of this puts and leave the critical dates blank 2 NAME OF AUTHOR: BERNARD DATES OF BIRTH AND DEATH: EDWARDS Boin 1952 Died Author(a) Was thu author's contribution to the work a "work made for hee"? AUTHOR'S NATIONALITY OR DOMICILE: WAS THIS AUTHOR'S CONTRIBUTION TO Cilizan of USA THE WORK 1 Anans moust Yes Pseudonymoust Yes AUTHOR OF: Briefly describe nature of this author's contribution If the answer to either of these questions is AND WURDS Yes "see extail dimstructions anached DATES OF BIRTHAND BLATH NAME OF AUTHOR: RODGERS NILE Born 1952 Dard Was this author's contribution to the work a "wink made for bire"? WAS THIS AUTHOR'S CONTRIBUTION TO AUTHOR'S NATIONALITY ON DOMICILE THE WORK. Cuiren al VSA meane al Country . . . . } or { Lamit studius 2 Anonymous? Yes Prame of Country! AUTHOR OF: Briefly describe nature of this nuttion's contributions If the answer to eather of these questions is AND WORDS MUSIL Yes' we detailed instructions attache TOATES OF WIRTH AND DIATH NAME OF AUTHOR: D.cd Was this author's contribution to the work at work made for live"? Yes Ment. WAS THIS ACTHOR'S CONTRIBUTION TO AUTHOR'S NATIONALITY OR DOMICILE: 3 Cuizen of ..... ar { Domiciled in (Henry O' Country) Anonymous? Yes Pseudonymous? Yes 1:0 AUTITOR OF Hinelly discuse nature of this author's contribution! If the answer to either at these questions is "Yes, we detained assurtant another YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED: DATE AND NATION OF FIRST PUBLICATION: 3 Date (teal)) Year 1978 (Thard Constitut Ti suem Hunral Canny and (Complete the Block Office of this werk has been published ). Publichilan (This information must be given in all tases) NAME(S) AND ADDRESS(ES) OF COPYRIGHT CLAIMANT(S): CHIC MUSIC INC. 110 RAST 59Th ST. Clabranttal NY 10022 NY TRANSPER: (If the copyright elaimantist named here in space 4 are different from the author(s) named in space 2 g sir a brief statement of how the claimant(s) obtained ownership of the copyright) WRITTEN AGREEMENT . Complete all applicable spaces inambers 5-9) on the reverse side of this page DO NOT ABLIE HERE "Fellenk demiled instructions marked

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,		AUTHOR OF: (Briefly describe nature of this author's contribution)  words, music, and arrangement	If the answer to either of these questions in Yes' see detailed instructions attached
•		NAME OF AUTHOR:	DATES OF BIRTH AND DEATH:
		Was this author's contribution to the work a "work made for title"? Yes No	Born Died (Year)
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	,	Citizen of (Name of Country) or Domiciled in (Name of Country)	Anonymous Yes No Pseudonymous Yes No
		AUTHOR OF: (Briefly describe nature of this author's contribution)	If the answer to either of these questions is "Yes" see detailed instructions attached

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Publication	This is formation must be given in all cases a	(Complete this block ONLY if this work has been published.)

NAME(S) AND ADDRESS(ES) OF COPYRIGHT CLAIMANT(S):

COTILLION MUSIC, INC. 75 Rockefeller Plaza

New York, New York 10019

CHIC MUSIC, INC. 110 East 59th Street New York, New York 10019

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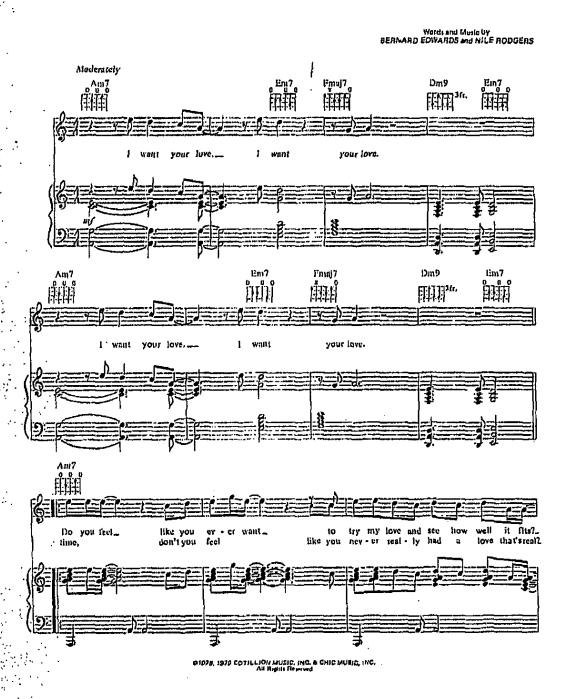
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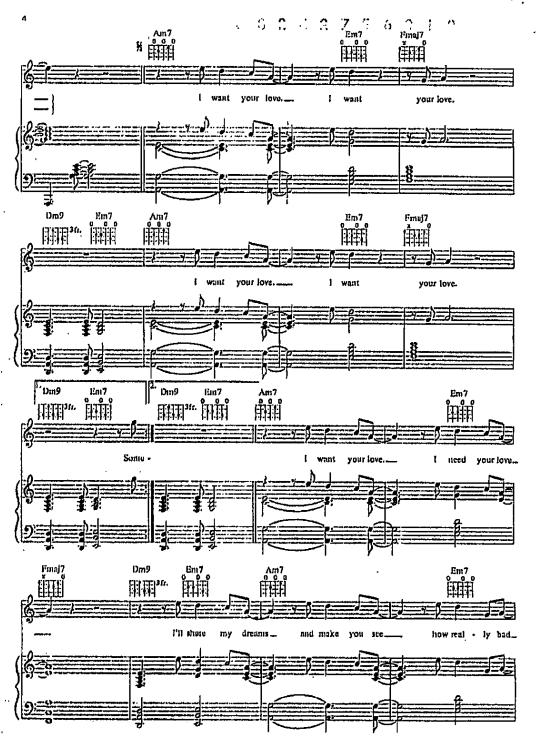
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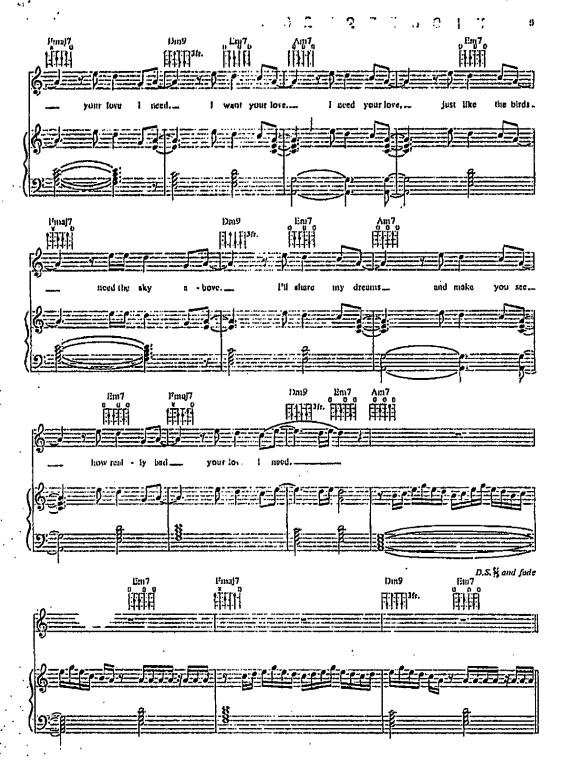
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# I WANT YOUR LOVE











AGREEMENT made on August 14, 2001 between BROADCAST MUSIC, INC. ("BMI"), a New York corporation, whose address is 320 West 57th Street, New York, N.Y. 10019-3790 and Sony/ATV Songs LLC, a Delaware Limited Liability Company ("Publisher"), whose address is 8 Music Square West, Nashville, TN 37203.

#### WITNESSETH:

- 1. The term of this agreement shall be the period from July 1, 2000 to June 30, 2003, and continuing thereafter for additional periods of three (3) years each unless terminated by either party at the end of said initial period or any additional period, upon notice sent by registered, certified or Express mail, or other sending method that requires that the date that the item is sent be recorded by the courier (e.g., overnight mail or messenger service), not more than six (6) months or less than three (3) months prior to the end of any such period.
  - 2. As used in this agreement, the word "Work" or "Works" shall mean:
- A. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, now owned or copyrighted by Publisher or in which Publisher owns or controls performing rights, and
- B. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, in which hereafter during the term Publisher acquires ownership of copyright or ownership or control of the performing rights, from and after the date of the acquisition by Publisher of such ownership or control.
- 3. Except as otherwise provided herein, Publisher hereby sells, assigns and transfers to BMI, its successors or assigns, for the term of this agreement:
- A. All the rights which Publisher owns or acquires publicly to perform, and to license others to perform, anywhere in the world, in any and all places and in any and all media, now known or which hereafter may be developed, any part or all of the Works.
- B. The non-exclusive right to record, and to license others to record, any part or all of any of the Works on electrical transcriptions, wire, tape, film or otherwise, but only for the purpose of performing such Work publicly by means of radio and television or for archive or audition purposes. This right does not include recording for the purpose of sale to the public or for the purpose of synchronization (1) with motion pictures intended primarily for theatrical exhibition or (2) with programs distributed by means of syndication to broadcasting stations, cable systems or other similar distribution outlets.
- C. The non-exclusive right to adapt or arrange any part or all of any of the Works for performance purposes, and to license others to do so.
  - 4. Notwithstanding the provisions of subparagraph A of paragraph 3 hereof:
- A. The rights granted to BMI by said subparagraph A shall not include the right to perform or license the performance of more than one song or aria from a dramatic or dramatico-musical work which is an opera,

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operetta or musical show or more than five (5) minutes from a dramatic or dramatico-musical work which is a ballet, if such performance is accompanied by the dramatic action, costumes or scenery of that dramatic or dramatico-musical work.

- B. Publisher, together with all the writers and co-publishers, if any, shall have the right jointly, by written notice to BMI, to exclude from the grant made by subparagraph A of paragraph 3 hereof performances of Works comprising more than thirty (30) minutes of a dramatic or dramatico-musical work, but this right shall not apply to such performances from (1) a score originally written for or performed as part of a theatrical or television film, (2) a score originally written for or performed as part of a radio or television program, or (3) the original cast, sound track or similar album of a dramatic or dramatico-musical work.
- C. Publisher, the writers and/or co-publishers, if any, retain the right to issue non-exclusive licenses for performances of a Work or Works in the United States, its territories and possessions (other than to another performing rights licensing organization), provided that within ten (10) days of the issuance of such license or within three (3) months of the performance of the Work or Works so licensed, whichever is earlier, BMI is given written notice thereof and a copy of the license is supplied to BMI.

- A. As full consideration for all rights granted to BMI hereunder and as security therefor, BMI agrees to make the following payments to Publisher with respect to each of the Works in which BMI has performing rights:
- (1) For radio and television performances of Works in the United States, its territories and possessions, BMI will pay amounts calculated pursuant to BMI's then standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. The number of performances for which Publisher shall be entitled to payment shall be estimated by BMI in accordance with its then current system of computing the number of such performances.

Publisher acknowledges that BMI licenses performances of the Works of its affiliates by means other than on radio and television, but that unless and until such time as methods are adopted for tabulation of and payment for such performances, payment will be based solely on performances in those media and locations then currently surveyed. In the event that during the term of this agreement BMI shall establish a system of separate payment for performances by means other than radio and television, BMI shall pay Publisher upon the basis of the then current performance rates generally paid by BMI to its other affiliated publishers for similar performances of similar compositions.

- (2) For performances of Works outside of the United States, its territories and possessions, BMI will pay to Publisher monies received by BMI in the United States from any performing rights licensing organization which are designated by such organization as the publisher's share of foreign performance royalties earned by any of the Works after the deduction of BMI's then current handling charge applicable to its affiliated publishers and in accordance with BMI's then standard practices of payment for such performances.
- (3) In the case of Works which, or rights in which, are owned by Publisher jointly with one or more other publishers, the sum payable to Publisher under this subparagraph A shall be a pro rata share determined on the basis of the number of publishers, unless BMI shall have received from Publisher a copy of an agreement or other document signed by all of the publishers providing for a different division of payment.
- B. Notwithstanding the provisions of subparagraph A of this paragraph 5, BMI shall have no obligation to make payment hereunder with respect to (1) any performance of a Work which occurs prior to the date on which BMI shall have received from Publisher all of the material with respect to such Work referred to in subparagraph A of paragraph 12 hereof, and in the case of foreign performances, the information referred to in subparagraph B of paragraph 16 hereof, or (2) any performance of a Work as to which a direct license as described in subparagraph C of paragraph 4 hereof has been granted by Publisher, its co-publishers or the writers, or (3) any performance for which no license fees shall be collected by BMI, or (4) any performance of a Work which Publisher claims was either omitted from or miscalculated on a royalty statement and for which BMI shall not have received written notice from Publisher of such claimed omission or miscalculation within nine (9) months of the date of the royalty distribution seeking to be adjusted.
- 6. In accordance with BMI's then current standard practices, BMI will furnish periodic statements to Publisher during each year of the term showing the monies due pursuant to subparagraph A of paragraph 5 hereof.

Each such statement shall be accompanied by payment of the sum thereby shown to be due to Publisher, subject to all proper deductions, if any, for taxes, advances or amounts due to BMI from Publisher.

7.

- A. Nothing in this agreement requires BMI to continue to license the Works subsequent to the termination of this agreement. In the event that BMI continues to license Publisher's interest in any Work, however, BMI shall continue to make payments to Publisher for such Work for so long as Publisher does not make or purport to make directly or indirectly any grant of performing rights in such Work to any other licensing organization. The amounts of such payments shall be calculated pursuant to BMI's then current standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. Publisher agrees to notify BMI by registered or certified mail of any grant or purported grant by Publisher directly or indirectly of performing rights to any other performing rights organization within ten (10) days from the making of such grant or purported grant and if Publisher fails so to inform BMI thereof and BMI makes payments to Publisher for any period after the making of any such grant or purported grant, Publisher agrees to repay to BMI all amounts so paid by BMI promptly with or without demand by BMI. In addition, if BMI inquires of Publisher by registered or certified mail, addressed to Publisher's last known address, whether Publisher has made any such grant or purported grant and Publisher fails to confirm to BMI by registered or certified mail within thirty (30) days of the mailing of such inquiry that Publisher has not made any such grant or purported grant, BMI may, from and after such date, discontinue making any payments to Publisher.
- B. BMI's obligation to continue payment to Publisher after the termination of this agreement for performances outside of the United States, its territories and possessions, of Works which BMI continues to license after such termination shall be dependent upon BMI's receipt in the United States of payments designated by foreign performing rights licensing organizations as the publisher's share of foreign performance royalties earned by the Works. Payment of such foreign royalties shall be subject to deduction of BMI's then current handling charge applicable to its affiliated publishers and shall be in accordance with BMI's then standard practices of payment for such performances.
- 8. In the event that BMI has reason to believe that Publisher will receive, or is entitled to receive, or is receiving payment from a performing rights licensing organization other than BMI for or based on United States performances of one or more of the Works during a period when such Works were licensed by BMI pursuant to this agreement, BMI shall have the right to withhold payment for such performances from Publisher until receipt of evidence satisfactory to BMI that Publisher was not or will not be so paid by such other organization. In the event that Publisher was or will be so paid or does not supply such evidence within twelve (12) months from the date of BMI's request therefor, BMI shall be under no obligation to make any payment to Publisher for performances of such Works during such period.

9

- A. In the event that this agreement shall terminate at a time when, after crediting all earnings reflected by statements rendered to Publisher prior to the effective date of such termination, there remains an unearned balance of advances paid to Publisher by BMI or any other indebtedness owed to BMI by Publisher, such termination shall not be effective until the close of the calendar quarterly period during which (1) Publisher shall repay such unearned balance of advances or indebtedness, or (2) Publisher shall notify BMI by registered or certified mail that Publisher has received a statement rendered by BMI at its normal accounting time showing that such unearned balance of advances or indebtedness has been fully recouped by BMI.
- B. The termination of this agreement shall be deemed subject to any rights or obligations existing between BMI and its licensees under licenses then in effect. As a result thereof, notwithstanding such termination, BMI shall have the right to continue to license all of Publisher's Works in all places and in all media with respect to which such licenses exist as of the date of termination, until such licenses expire.
- 10. Notwithstanding the termination of this agreement, all of the terms and conditions of this agreement shall continue to apply subsequent to such termination with respect to any Works which may continue to be licensed by BMI and any monies payable to Publisher by BMI pursuant to the provisions of this agreement.

11.

A. BMI shall have the right, upon written notice to Publisher, to exclude from this agreement, at any time, any Work which in BMI's opinion is similar to a previously existing composition and might constitute a copyright infringement, or has a title or music or lyric similar to that of a previously existing composition and might lead to a claim of unfair competition.

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- B. In the case of Works which in the opinion of BMI are based on compositions in the public domain, BMI shall have the right, at any time, upon written notice to Publisher, either (1) to exclude any such Work from this agreement, or (2) to classify any such Work as entitled to receive only a stated fraction of the full credit that would otherwise be given for performances thereof.
- C. In the event that any Work is excluded from this agreement pursuant to subparagraph A or B of this paragraph 11, or pursuant to subparagraph C of paragraph 14 hereof, all rights of BMI in such Work shall automatically revert to Publisher ten (10) days after the date of the notice of such exclusion given by BMI to Publisher. In the event that a Work is classified for less than full credit under subparagraph B (2) of this paragraph 11, Publisher shall have the right, by giving notice to BMI within ten (10) days after the date of BMI's notice to Publisher of the credit allocated to such Work, to terminate all rights in such Work granted to BMI herein and all such rights of BMI in such Work shall thereupon revert to Publisher.

3

- A. With respect to each of the Works which has been or shall be published or recorded commercially or synchronized with motion picture or television film or tape or which Publisher considers likely to be performed, Publisher agrees to furnish to BMI:
- (1) A completed work registration form available in blank from BMI, unless a cue sheet with respect to such Work is furnished pursuant to subparagraph A (3) of this paragraph 12.
- (2) If such Work is based on a composition in the public domain, a legible lead sheet or other written or printed copy of such Work setting forth the lyrics, if any, and music correctly metered; provided that with respect to all other Works, such copy need be furnished only if requested by BMI pursuant to subsection (b) of subparagraph D (2) of this paragraph 12.
- (3) If such Work has been or shall be synchronized with or otherwise used in connection with motion picture or television film or tape, a cue sheet showing the title, writers, publisher and nature and duration of the use of the Work in such film or tape.
- B. Publisher shall submit the material described in subparagraph A of this paragraph 12 with respect to Works heretofore published, recorded or synchronized within ten (10) days after the execution of this agreement and with respect to any of the Works hereafter so published, recorded, synchronized or likely to be performed prior to the date of publication or release of the recording, film or tape or anticipated performance.
- C. The submission of each work registration form or cue sheet shall constitute a warranty and representation by Publisher that all of the information contained thereon is true and correct and that no performing rights in any of the Works listed thereon have been granted to or reserved by others except as specifically set forth therein.

#### D. Publisher agrees:

(1) To secure and maintain copyright protection of the Works pursuant to the Copyright Law of the United States and pursuant to the laws of such other nations of the world where such protection is afforded; and to give BMI, upon request, prompt written notice of the date and number of copyright registration and/or renewal of each Work registered in the United States Copyright Office.

#### (2) At BMI's request:

- (a) To register each unpublished and published Work in the United States Copyright Office pursuant to the Copyright Law of the United States.
- (b) To obtain and deliver to BMI copies of: unpublished and published Works, including any commercial recording of such Works; copyright registration and/or renewal certificates issued by the United States Copyright Office; any agreements, assignments, instruments or documents of any kind by which Publisher obtained the right to publicly perform and/or the right to publish, co-publish or sub-publish and/or the right to administer the performing rights in and/or collect the royalties for any of the Works.
- E. Publisher agrees to give BMI prompt notice by registered or certified mail in each instance when, pursuant to the Copyright Law of the United States, (1) the rights granted to BMI by Publisher in any Work shall revert to the writer or the writer's representative, or (2) copyright protection of any Work shall terminate.

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#### 13. Publisher warrants and represents that:

- A. Publisher has the right to enter into this agreement; Publisher is not bound by any prior commitments which conflict with its undertakings herein; the rights granted by Publisher to BMI herein are the sole and exclusive property of Publisher and are free from all adverse encumbrances and claims; and exercise of such rights will not constitute infringement of copyright or violation of any right of, or unfair competition with, any person, firm, corporation or association.
- B. Except with respect to Works in which the possession of performing rights by another person, firm, corporation or association is specifically set forth on a work registration form or cue sheet submitted to BMI pursuant to subparagraph A of paragraph 12 hereof, Publisher has performing rights in each of the Works by virtue of written grants thereof to Publisher signed by the authors and composers or other owners of such Work.

14.

- A. Publisher agrees to defend, indemnify, save and hold BMI, its licensees, the advertisers of its licensees and their respective agents, servants and employees, free and harmless from and against any and all demands, loss, damage, suits, judgments, recoveries and costs, including counsel fees, resulting from any claim of whatever nature arising from or in connection with the exercise of any of the rights granted by Publisher in this agreement; provided, however, that the obligations of Publisher under this paragraph 14 shall not apply to any matter added to, or changes made in, any Work by BMI or its licensees.
- B. Upon the receipt by BMI or any of the other parties herein indemnified of any notice, demand, process, papers, writ or pleading, by which any such claim, demand, suit or proceeding is made or commenced against them, or any of them, which Publisher shall be obliged to defend hereunder, BMI shall, as soon as may be practicable, give Publisher notice thereof and deliver to Publisher such papers or true copies thereof, and BMI shall have the right to participate and direct such defense on behalf of BMI and/or its licensees by counsel of its own choice, at its own expense. Publisher agrees to cooperate with BMI in all such matters.
- C. In the event of such notification of claim or service of process on any of the parties herein indemnified, BMI shall have the right, from the date thereof, to withhold payment of all sums which may become due pursuant to this agreement or any modification thereof and/or to exclude the Work with respect to which a claim is made from this agreement until receipt of satisfactory written evidence that such claim has been withdrawn, settled or adjudicated.
- 15. Publisher makes, constitutes and appoints BMI, or its nominee, Publisher's true and lawful attorney, irrevocably during the term hereof, in the name of BMI or that of its nominee, or in Publisher's name, or otherwise, in BMI's sole judgment, to do all acts, take all proceedings, and execute, acknowledge and deliver any and all instruments, papers, documents, process or pleadings that, in BMI's sole judgment, may be necessary, proper or expedient to restrain infringement of and/or to enforce and protect the rights granted by Publisher hereunder, and to recover damages in respect of or for the infringement or other violation of said rights, and in BMI's sole judgment to join Publisher and/or others in whose names the copyrights to any of the Works may stand, and to discontinue, compromise or refer to arbitration, any such actions or proceedings or to make any other disposition of the disputes in relation to the Works; provided that any action or proceeding commenced by BMI pursuant to the provisions of this paragraph 15 shall be at its sole expense and for its sole benefit. Notwithstanding the foregoing, nothing in this paragraph 15 requires BMI to take any proceeding or other action against any person, firm, partnership or other entity or any writer or publisher, whether or not affiliated with BMI, who Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder. In addition, Publisher understands and agrees that the licensing by BMI of any musical compositions which Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder shall not constitute an infringement of Publisher's Works on BMI's part.

16.

A. It is acknowledged that BMI has heretofore entered into, and may during the term of this agreement enter into, contracts with performing rights licensing organizations for the licensing of public performing rights controlled by BMI in territories outside of the United States, its territories and possessions (herein called "Foreign Territories"). Upon Publisher's written request, BMI agrees to permit Publisher to grant performing rights in any or all of the Works for any Foreign Territory for which, at the time such request is received, BMI has not entered into any such contract with a performing rights licensing organization; provided, however, that any such grant of performing rights by Publisher shall terminate at such time when BMI shall have entered into such a contract with a performing rights licensing organization covering such Foreign Territory and shall have notified Publisher thereof. Nothing herein contained, however, shall be deemed to restrict Publisher from assigning to its foreign publisher or representative the right to collect a part or all of the publishers' performance royalties earned by

any or all of the Works in any Foreign Territory as part of an agreement for the publication, exploitation or representation of such Works in such territory, whether or not BMI has entered into such a contract with a performing rights licensing organization covering such territory.

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- B. Publisher agrees to notify BMI promptly in writing in each instance when publication, exploitation or other rights in any or all of the Works are granted for any Foreign Territory. Such notice shall set forth the title of the Work, the Foreign Territory or Territories involved, the period of such grant, the name of the person, firm, corporation or association entitled to collect performance royalties earned in the Foreign Territory and the amount of such share. Within ten (10) days after the execution of this agreement Publisher agrees to submit to BMI, in writing, a list of all Works as to which Publisher has, prior to the effective date of this agreement, granted to any person, firm, corporation or association performing rights and/or the right to collect publisher performance royalties earned in any Foreign Territory.
  - 17. BMI shall have the right, in its sole discretion, to terminate this agreement if:
- A. Publisher, its agents, employees, representatives or affiliated companies, directly or indirectly during the term of this agreement:
- (1) Solicits or accepts payment from or on behalf of authors for composing music for lyrics, or from or on behalf of composers for writing lyrics to music.
- (2) Solicits or accepts music and/or lyrics from composers or authors in consideration of any payments to be made by or on behalf of such composers or authors for reviewing, arranging, promotion, publication, recording or any other services connected with the exploitation of any composition.
- (3) Permits Publisher's name, or the fact of its affiliation with BMI, to be used by any other person, firm, corporation or association engaged in any of the practices described in subparagraphs A (1) and A (2) of this paragraph 17.
- (4) Submits to BMI, as one of the Works to come within this agreement, any musical composition with respect to which any payments described in subparagraphs A (I) and A (2) of this paragraph 17 have been made by or on behalf of a composer or author to any person, firm, corporation or association.
- B. Publisher, its agents, employees or representatives directly or indirectly during the term of this agreement makes any effort to ascertain from, or offers any inducement or consideration to, anyone, including but not limited to any radio or television licensee of BMI or to the agents, employees or representatives of BMI or of any such licensee, for information regarding the time or times when any such BMI licensee is to report its performances to BMI, or to attempt in any way to manipulate performances or affect the representative character or accuracy of BMI's system of sampling or monitoring performances.
- C. Publisher fails to notify BMI's Department of Writer/Publisher Administration promptly in writing of any change of firm name, ownership or address of Publisher.

In the event BMI exercises its right to terminate this agreement pursuant to the provisions of subparagraphs A, B or C of this paragraph 17, BMI shall give Publisher at least thirty (30) days' notice by registered or certified mail of such termination. In the event of such termination, no payments shall be due to Publisher pursuant to paragraph 7 hereof.

- 18. In the event that during the term of this agreement (1) mail addressed to Publisher at the last address furnished by Publisher pursuant to paragraph 22 shall be returned by the post office, or (2) monies shall not have been earned by Publisher pursuant to paragraph 5 hereof for a period of two consecutive years or more, or (3) the proprietor, if Publisher is a sole proprietorship, shall die, BMI shall have the right to terminate this agreement on at least thirty (30) days' notice by registered or certified mail, electronic mail ("e-mail") or facsimile number addressed to the last postal or electronic address or transmitted to the last facsimile number furnished by Publisher in writing to BMI's Department of Writer/Publisher Administration and, in the case of the death of a sole proprietor, to the representative of said proprietor's estate, if known to BMI. If Publisher failed to maintain a current address with BMI and BMI has made reasonable good-faith efforts in attempting to locate Publisher without success, BMI shall have the right to terminate this agreement pursuant to this paragraph 18 by regular first-class U.S. mail, in lieu of the means otherwise specified, regardless of anything in paragraph 17 to the contrary. In the event of such termination, no payments shall be due Publisher pursuant to paragraph 7 hereof.
- 19. Publisher acknowledges that the rights obtained by it pursuant to this agreement constitute rights to payment of money and that during the term BMI shall hold title to the performing rights granted to BMI hereunder. In the event that during the term Publisher shall file a petition in bankruptcy, such a petition shall be filed against

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Publisher, Publisher shall make an assignment for the benefit of creditors, Publisher shall consent to the appointment of a receiver or trustee for all or part of its property, Publisher shall file a petition for corporate reorganization or arrangement under the United States bankruptcy laws, or Publisher shall institute or shall have instituted against it any other insolvency proceeding under the United States bankruptcy laws or any other applicable law, or, in the event Publisher is a partnership, all of the general partners of said partnership shall be adjudged bankrupts, BMI shall retain title to the performing rights in all Works the rights to which are granted to BMI hereunder and shall subrogate Publisher's trustee in bankruptcy or receiver and any subsequent purchasers from them to Publisher's right to payment of money for said Works in accordance with the terms and conditions of this agreement.

- 20. All disputes of any kind, nature or description arising in connection with the terms and conditions of this agreement shall be submitted to the American Arbitration Association in New York, New York, for arbitration under its then prevailing rules, the arbitrator(s) to be selected as follows: Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon the third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and shall include the fixing of the costs, expenses and reasonable attorneys' fees of arbitration, which shall be borne by the unsuccessful party. Judgment may be entered in New York State Supreme Court or any other court having jurisdiction.
- 21. Publisher agrees that it shall not, without the written consent of BMI, assign any of its rights hereunder. No rights of any kind against BMI will be acquired by the assignee if any such purported assignment is made by Publisher without such written consent.
- 22. Publisher agrees to notify BMI's Department of Writer/Publisher Administration promptly in writing of any change in Publisher's address. Any notice sent to Publisher pursuant to the terms of this agreement shall be valid if addressed to Publisher at the last address furnished in writing by Publisher to BMI's Department of Writer/Publisher Administration.
- 23. This agreement shall be subject to BMI's standard practices and procedures which are in effect as of the effective date of this agreement and as they may be modified and/or supplemented from time to time.
- 24. Publisher acknowledges that the relationship between BMI and Publisher which is created by this agreement is one of ordinary contracting parties and is not intended to be a fiduciary relationship with respect to any of the rights or obligations hereunder.
- 25. Publisher authorizes the inclusion of Publisher's name, likeness and biographical information, and those of Publisher's executive employees, in publicly-distributed material relating to Publisher's association with BMI.
- 26. This agreement constitutes the entire agreement between BMI and Publisher, cannot be changed except in a writing signed by BMI and Publisher and shall be governed and construed pursuant to the laws of the State of New York.
- 27. In the event that any part or parts of this agreement are found to be void by a court of competent jurisdiction, the remaining part or parts shall nevertheless be binding with the same force and effect as if the void part or parts were deleted from this agreement.
- 28. Any prior agreements, as modified, between Publisher and BMI are canceled and superseded as of the effective date of this agreement. All works that were embraced by any prior agreement between Publisher and BMI and in which no other licensing organization controls Publisher's performing right interest shall be deemed embraced by this agreement. Any uncarned balance of advances previously paid to Publisher by BMI or unpaid indebtedness owed to BMI by Publisher shall be deemed to be recoupable by BMI from any monies which become payable to Publisher pursuant to this agreement and any extensions, renewals or modifications. If Publisher has acquired the works of the former BMI affiliate who is indicated on the attached terminated agreement, then all works which were embraced by that agreement and in which no other licensing organization controls the performing right interest shall be deemed embraced by this agreement. Any uncarned balance of advances previously paid to said former affiliate by BMI or unpaid indebtedness owed by said former affiliate to BMI shall be deemed to be recoupable by BMI from any monies which become payable to Publisher pursuant to this agreement and any extensions, renewals or modifications.

P800 Page 8 of 10

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

	Janeir	14/.7	- Dielen	- Character Sec	
	President				
"PUBLISHER"	$Q_{c}$	<b>&gt;</b>			

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Richard Rowo, President Ву .. (Authorized Signatory) (Print Name and Title of Signer) If your company structure is a PARTNERSHIP, all other partners must sign below: **Partner** Printed Name Partner Printed Name Partner **Printed Name** Partner Printed Name By ..... Partner Printed Name

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P800 Page 10 of 10

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ASSIGNOR(S): CHIC MUSIC, INC.
c/o Martin Itzler, Esq.
110 East 50th Street New York, New York 10022
ASSIGNEE(S): COTILLION MUSIC, INC.
75 Rockefeller Plaza
New York, New York 10019
PROPORTION CONVEYED: 35%

For valuable consideration, Assignor hereby assigns, transfers, sets over and conveys to Assignee that proportion of all right, title and interest set forth above in and to the musical composition(s):

SAVOIR FAIRE - B. Edwards & N. Rodgers	PAU	58-485
HAPPY MAN - B. Edwards & N. Rodgers	PAU	58-484
(FUNNY) BONE - B. Edwards & M. Rodgers	PAU	58-486
SOMETIMES YOU WIN - D. Edwards & N. Rodgers		58-487
AT LAST I AM FREE - B. Edwards & N. Rodgers	PAU	58-498
I WANT YOUR LOVE - B. Edwards & N. Rodgers	PAU	58-499

including the copyright therein and any renewals or extensions thereof in the United States of America, and all copyrights and proprietary rights therein elsewhere throughout the world, and further including any and all versions of said musical composition(s) and any and all copyrights and renewals and extensions of copyrights in other versions in the United States of America and elsewhere throughout the world, and further including any and all causes of action for infringement of the same, past, present and future, and all of the proceeds from the foregoing accrued and unpaid and hereafter accruing.

IN WITNESS WHEREOF, the undersigned has/(have)/executed the foregoing assignment this 17 day of 177.1., 1978

date-12/15/78 val: 1700 pgo: 245

Ach Irra I

CHIC MUSIC, INC.

# Case 2:19-cv-02637-DRH-AKT Document 29-8 Filed 07/10/20 Page 99 of 176 PageID #: 318

KNOW ALL MEN THAT COTTLLION MUSIC, INC. whose address is 75 RockeCeller Plaza, New York, New York 10019 (hereinafter called "Assignor"); in consideration of the sum of One (\$1.00) Dollar paid in hand by CHIC MUSIC, INC. whose address is c/o Martin Itzler, Esq., 110 East 59th Street, New York, New York 10022 (hereinafter called "Assignee") and other good and valuable considerations, receipt of which is hereby acknowledged, hereby assigns to the Assignee all rights and interests in and to the entire copyright of the following musical compositions:

		_	'					
TITLE	<u>C(</u>	OMPOSER/	ንሀ <b>ተ</b> ሀረ	<u>DR</u>		COPYRIGI	IT RE	GISTRATION BER
Dance, Dance, Dance (Yowsah, Yousah, Yowsah)	B.	Edwards 3 K. Lehr	, N. man	Roo	igers,		Eu 8	33038
Sao Paulo	B.	Edwards 3 K. Lehr	, N. man	Rod	igers,		Eú 8	333037
You Can Get By Jf You Try	в.	Edwards	and	N.	Rodger	:s	Eu 8	153623
Everybody Dance	В.	Edwards	and	N.	Rodger	is,	Pau	18-178
Est-Ce Que C'est Chic	в.	Edwards	anđ	N.	Rodge	cs		•
Falling In Love With You	в.	Edwards	and	N.	Rođges	:s	Eu 8	353622
Strike Up The Band	B. and	Edwards d K. Lehu	, N. man	Roc	lgers		Pau	18-172
Chic Cheer	в.	Edwards	and	и.	Rodge	:s		
Le Freak	в.	Edwards	and	N.	Rodge	t s	Pau	61-308
Savoir Faire	В,	Edwards	and	N.	Rodge	s	Pau	58-485
Happy Man	В.	Edwards	and	N.	Rodgei	; 5	Pau	58-484
T. Want Your Love	n	Thusrdo	and	λī		S	Pau	58-489
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# Case 2:19-cv-02637-DRH-AKT Document 29-8 Filed 07/10/20 Page 100 of 176 PageID #:

KNOW ALL MEN THAT COTILLION MUSTC. INC. whose address is 75 Rockefeller Plaza, New York, New York 10019 (hereinafter called "Assignor"); in consideration of the sum of One (\$1.00) Dollar paid in hand by CHIC MUSTC, INC. whose address is c/o Martin Itzler, Esq., 110 East 59th Street, New York, New York 10022 (hereinafter called "Assignee") and other good and valuable considerations, receipt of which is hereby acknowledged, hereby assigns to the Assignee all rights and interests in and to the entire copyright of the following musical compositions:

TITLE	COMPOSER/AUTHOR	DPYRIGHT REGISTRATION NUMBER
Dance, Dance, Dance (Yowsah, Yowsah, Yowsah)	B. Edwards, N. Rodgers, and K. Lehman	Eu 833038
Sao Paulo	B. Edwards, N. Rodgers, and K. Lehman	Eu 833037
You Can Get By If You Try	B. Edwards and N. Rodgers	Eu 853623
Everybody Dance	B. Edwards and N. Rodgers	Pau 18-178
Est-Ce Que C'est Chic	B. Edwards and N. Rodgers	
Falling In Love With You	B. Edwards and N. Rodgers	Eu 853622
Strike Up The Band	B. Edwards, N. Rodgers and K. Lehman	Pau 18-1.72
Chic Cheer	B. Edwards and N. Rodgers	•
Le Proak	B. Edwards and N. Rodgers	Pau 61-308
Savoir Paire	B. Edwards and N. Rodgers	Pau 58-485
Ilappy Man,	B. Edwards and N. Rodgers	Pau 58-484
I Want Your Love	B. Edwards and N. Rodgers	Pau 58-489
At Tast I Am Free	B. Edwards and N. Rodgers	Pau 58-408
Sometimes You Win	B. Edwards and W. Rodgers	Pau 58-487
(Funny) Bone	B. Edwards and N. Rodgers	Pau 58-486

and in all renewals and extensions of said copyrights, that may be secured under the laws now and hereinafter in force and effect in the United States of America or in any other country or countries.

IN WITHESS WHEREOF, we have hereunto set our hands and seals, this lst day of July, 1979.

COTILLION MUSIC, INC.

By:

Authorized Signer

This is a list of the compositions of which Chic Music

"DANCE DANCE DANCE" (YOWSAH YOWSAH)

"SAO PAULO"

"YOU CAN GET BY IF YOU TRY"

"EVERYBODY DANCE"

"EST-CE QUE C'EST CHIC"

"FALLING IN LOVE WITH YOU"

"STRIKE UP THE BAND"

"CHIC CHEER"

"LE FREAK"

"SAVOIR FAIRE"

"HAPPY MAN"

"I WANT YOUR LOVE"

"AT LAST I AM FREE"

"SOMETIMES YOU WIN"

"FUNNY BONE"

BERNARD EDWARDS

c/o Manatt, Phelps, Rothenberg, Tunney & Phillips

11355 West Olympic Boulevard

Los Angeles, California 900640 0 2

Attention: Peter T. Paterno, Esq.

and

NILE RODGERS c/o Dennis Katz, P.C. 845 Third Avenue New York, New York 10022

September 1, 1986

Broadcast Music, Inc. 250 West 57th Street New York, New York 10019

Re: Chic Music, Inc.

Gentlemen:

Reference is made to the agreement between Chic Music, Inc. and you dated September 14, 1979, as the same may have been amended and extended (the "Agreement"). Pursuant to the assignment agreements dated as of May 15, 1984, attached hereto as Exhibit "A" and incorporated by reference herein (the "Assignment Agreements"). Chic Music, Inc. assigned the copyrights in and to the musical compositions subject to the Agreement to Nile Rodgers ("Rodgers"), his successors or assigns and to Bernard Edwards ("Edwards"), his successors or assigns, in the respective shares set forth in the Assignment Agreements.

It is our understanding that the account of Chic Music, Inc. is presently unrecouped. Fifty percent (50%) of this unrecouped balance should be assigned to each Edwards' and Rodgers' respective BMI affiliates.

Any and all notices pursuant to the Agreement should be sent to each Edwards and Rodgers at their respective addresses set forth hereinabove. Any and all royalties and statements pursuant to the agreement should be sent to each Edwards and Rodgers at the following addresses: Bernard Edwards, c/o Jess S. Morgan & Co., 6420 Wilshire Boulevard, Nineteenth Floor, Los Angeles, California 90048, Attention: Wally Franson; and Nile Rodgers, c/o Zolt & Loomis, 60 East 42nd Street, Suita 1442, New York, New York 10017, Attention: Marvin Zolt.

Very erury yours

Bernard Edwards

Nile Rodgers

EXHIBIT A

Por good and valuable consideration, receipt of which is hereby acknowledged, the undersigned parties hereby agree to amend that certain assignment agreement executed on behalf of Chic Music, Inc., dated May 15, 1984 and attached hereto as Exhibit "E" and incorporated by reference herein (the "Assignment Agreement"). Except as otherwise provided to the contrary herein, all terms used herein shall have the same meaning as in the Assignment Agreement.

1. Notwithstanding anything to the contrary contained in the Assignment Agreement, the first paragraph of the Assignment Agreement is hereby amended, as of the date hereof, to provide as follows:

"In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, CHIC MUSIC, INC., a Delaware Corporation with a principal place of business at 33 Pony Trail, Stamford, Connecticut ("ASSIGNOR"), does hereby sell, assign, transfer and set over unto NILE RODGERS, an individual, his successors and assigns ("ASSIGNEE"), c/o Zolt & Loomis, 60 E. 42nd Street, Suite 1442, New York, New York, 10017, Attention: Marvin Zolt, and BERNARD EDWARDS, his successors and assigns ("ASSIGNEE"), c/o Jess S. Morgan & Co., 6420 Wilshire Boulevard, 19th Floor, Los Angeles, California 90048, Attention: Wally Franson, Fifty Percent (50%) to each Assignee, of the copyrights in and to the following musical compositions which have been duly registered for copyright in the United States Copyright Office in the Assignor's names under the dates and identification numbers set forth below, and Fifty Percent (50%) to each Assignee, of the rights, title and interest of the Assignor, vested and contingent, therein and thereto:

Subject to the foregoing, the terms and provisions of the Assignment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Assignor has caused this agreement to be signed in its corporate name and by its duly

0 0 4 2 B 3 7 3 0 C 4 authorized officers, and its corporate seal to be hereunto affixed, as of this 15th day of May, 1984.

CHIC MUSIC, INC.

Nile Rodgers

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#### **ASSIGNMENT**

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, CHIC MUSIC, 1NC., a Delaware Corporation with a principal place of business at 33 Pony Trail, Stanford, Connecticut ("ASSIGNOR"), does hereby sell, assign, transfer and set over unto PLAN-9 MUSIC, INC., a Delaware corporation with its principal place of business at 9 Covice Drive, Westport, Connecticut, and BERNARD EDWARDS PRODUCTIONS, INC., a Delaware corporation with its principal place of business at 55 Hedgebrook Lane, their successors and assigns ("ASSIGNEES"), Fifty Percent (50%) to each Assignee, of the copyrights in and to the following susical compositions which have been duly registered for copyright in the United States Copyright Office in the Assignor's names under the dates and indentification numbers set forth below, and Fifty Percent (50%) to each Assignee, of the rights, title and interest of the Assignor, vested and contingent, therein and thereto:

Title	Copyright Iden- tification No.	Effective Date	* interest
AT LAST & AY FREE	PA 55-929	11/8/78	100 -00
BABY DOLL	PA 383-887	12/17/81	100.00
BACKFIRED	PA 116-716	6/7/81	100.00
(FUNNY) BONE	PA 55-931	11/8/78	100.00
BURN HARD	PA 140-448	11/23/81	160.00
CAN'T STAND TO LOVE YOU	PA 108-234	8/2/79	100.00
CHARGE PLATES AND CREDIT CARDS	PA 77-178	5/13/80	100.00
CHIC CHEER	PA 55-924	11/8/78	100.00
CHIC (EVERYSODY SAY)	PA 158-664	10/12/82	100.00
CHIP OFF THE OLD BLOCK	PA 77-171	6/30/80	100.00
CITY LIGHTS	PA 155-409	11/5/82	100.00
COULD YOU BE MY BABY	PA 140-442	11/23/81	100.00
COVER GIRLS	PA 77-179	5/13/80	100.00
DANCE, DANCE, DANCE	EU 833038	10/13/77	66.66
DON'T CO	PA 59-000	10/19/79	100.00
DON'T THROW MY LOVE AWAY	PAU ~74-119	4/28/81	100-00
DREAMGIRL	PA 149-577	5/3/82	100.00
EASIER TO LOVE	PA 106-659	1/31/79	100.00

CHIC MUSIC, INC.

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Title	Copyright Iden- tification No.	Effective Date	% Interest
I'M COMING OUT	PA 75-954	5/22/80	100.00
IT'S ALRIGHT (TO LOVE ME)	PAU 422-743	7/16/82	_ 100.00
I WANT TO FALL IN LOVE	PAU 422-743	7/16/82	100.00
I WANT YOUR LOVE	PA 55-928	11/8/78	100.00
I WORK FOR A LIVING	PA 149-576	5/3/82	100.00
THE JAM WAS MOVING	PA 123-193	8/14/81	100.00
Your	PAU 422-745	7/16/82	100.00
JUST OUT OF REACH	PAU 140-440	12/17/81	100.00
KING OF THE WORLD	PA 77-178	5/13/80	100.00
LET'S GO ON VACATION .	PA . 68-242	2/11/80	100.00
LOST IN MUSIC	PA 68-242	2/11/80	100.00
LOVE AND BE LOVED	PAU 422-745	7/1.6/82	100.00
MAYDAY	PA 77-175	5/13/80	100.00
MISERY	PA 77-177	5/13/80	100.00
MY FEET KEEP DANCING	PA 108-236	8/2/79	100.00
MY FORBIDDEN LOVER	PA 108-235	8/2/79	100.00
MY OLD PIANO	PA 75-958	5/22/80	100.00
NON I KNOM AON KNOM	PA 123-195	8/14/81	100.00
NOW THAT YOU'RE GONE	PA 75-959	5/22/80	100.00
OASIS	PA 123-197	8/14/81	50.00
ONE MORE TIME	PA 106-657	1/31/79	100.00
OPEN UP	PA 79-805	6/13/80	100.00
PRETTY BABY	PA 68-240	2/11/80	100.00
RAPPERS' DELIGHT	PA 108-303	6/27/79	100.00
REACH YOUR PEAK	PA 68-239	2/11/80	100.00
REAL PEOPLE	PA 77-169	6/30/80	100.00
REBELS ARE WE	PA 79-806	6/13/80	100.00
RIDING	PA 304-125	4/23/81	100.00
SAO PAULO	PA 110-216	1/1/78	66.66
SATURDAY	PAU 34-825	7/26/78	100.00
SAVOIR FAIRE	PA 126-732	11/8/78	100.00
SHARING LOVE	PA 155-408	11/5/82	100.00

CHIC MUSIC, INC.

Page 5

Title .	Copyright Iden- tification No.	Effective Date	% Interest
YOU CAN'T DO IT ALONE	PA 77-170	6/30/80	100.00
YOU FOOLED AROUND	PA 68-237	2/11/80	- 100.00
YOU'RE A FRIEND TO ME	PA 106-658	1/31/79	100.00
YOUR LOVE IS CANCELLED	PA 140-442	11/23/81	100.00
YOUR LOVE IS GOOD	PA 77-178	5/13/80	100.00

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be signed in its corporate name and by its duly authorized officers, and its corporate seals to be hereunto affixed, this  $15^{\frac{1}{2}}$  day of May , 198%.

CHIC MUSIC INC.

BERNARD EDWARDS

NILE RODGERS

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### ASSIGNMENT

ASSIGNOR(S):	NILE RODGERS		P ANNO ALL	-
ASSIGNEE(S):	TOMMY JYMI, INC.			٠
PORTION CONVEYED:	ALL OF HIS UNDIVIDED 50% INTEREST		v i na i	
<del></del>		F 14	2 -	

For valuable consideration, ASSIGNOR hereby assigns, transfers, sets over and conveys to ASSIGNEE that portion of all right, title and interest set forth above in and to the following musical composition(s):

See Schedule "A"

including the copyrights and proprietary rights therein and in any and all versions of said musical composition(s), and any renewals and extensions thereof (whether presently available or subsequently available as the result of intervening legislation) in the United States of America and elsewhere throughout the world, and further including any and all causes of action for infringement of the same, past, present and future, and all proceeds from the foregoing accrued and unpaid and hereafter accruing.

IN WITNESS WHEREOF, the undersigned has (have) executed the foregoing Assignment as of this  $1^{2}$  day of  $\sqrt{3}$ .

NILE RODGERS

Doc. 0392C

Val. 2250 FARE 33

# SCHEDULE "A"

	COPYRIGHT NUMBER & DATE	EFFECTIVE DATE	% INTEREST
AT LAST I AM FREE	Pa 55-929	11/8/78	50.00
BABY DOLL	Pa 383-887	12/17/81	50.00
BACK: : xtĎ	Pa 116-716	6/7/81 ·	50.00
(FUNNY) BONE	Pa 55-931	11/8/78	50.00
BURN INRD	Pa 140-448	11/23/81	50.00
CAN'T STAND TO LOVE YOU	Pa 108-234	8/2/79	50.00
CHARGE PLATES AND CREDIT CARDS	Pa 77-178	5/13/80	50.00
CHIC CHEER	Pa 55-924	11/8/78	50.00
CHIC (EVERYBODY SAY)	Pa 158 664	10/12/82	50.00
CHIP OFF THE OLD BLOCK	Pa 77-171	6/30/80	50.00
CITY LIGHTS	Pa 155-409	11/5/82	50.00
COULD YOU BE MY BABY aka WOULD YOU BE MY BABY	Pa 140-442	11/23/81	50.00
COVER GIRLS	Pa 77-179	5/13/80	50.00-
DANCE, DANCE	Eŭ 833038	10/13/77	50.00
DON'T GO	Pa 59-000	10/19/79	50.00
DON'T THROW MY LOVE NWAY	Pau 304-119	4/28/81	50.00
DREAMGIRL	Pa 149-577	5/3/82	50.00
EASIER TO LOVE	Pa 106-659	1/31/79	50.00

# SCHEDULE "A"

	COPYRIGHT . NUMBER & DATE	EFFECTIVE DATE	% INTEREST
HOLD IT	Pau 304-121	4/28/81	50.00
HOLD ME LONELY BOY	Pa 59-102 .	10/3/79	50.00.
HOW TO LOVE	Pa 68-238	2/11/80	50,.00
I'M A GOOD GIRL aka GOOD GIRL NOW	Pau 155-956	1/30/80	50.00
I BELIEVE IN YOU	Pa 5-781	5/1/78	25.00
I CAN LOVE	Pau 304-122	4/28/81	50.00
I FEEL YOUR LOVE COMIN'	Pa 155-405	11/5/82	. 50 . 00
I LIKE LOVE	Pau 34-824	7/26/78	50.00 -
I GOT PROTECTION	Pa 77-172	6/30/80	50.00
I'LL CHANGE MY GAME	Pau 304-123	4/28/81	50.00
I LOVE MY LADY	Pau 422-743	7/16/82	50.00
I LOVE YOU MORE	Pa77-173	6/30/80 %	50.00 .
I'M COMING OUT	Pa 75-954	5/22/80 .	50.00.
IT'S ALRIGHT (TO LOVE ME)	Pau 422-743	7/16/82	50.00
I WANT TO FALL IN LOVE	Pau 794-711	12/23/85	50.00 .
I WANT YOUR LOVE	Pa 55-928	11/8/78	50.00
I WORK FOR A I LUING	Pa 149-576	5/3/82 .	50.00
THE JAM WAS MOVING	Pa 123-193	8/14/81	50.00 .

#### ASSIGNMENT

#### EXHIBIT A-1

to an agreement between TOMMY JYMI, INC. (BMI) and PLAN NINE MUSIC, INC. (ASCAP), on the one hand, and SONY SONGS INC. (BMI) and SONY TUNES INC. (ASCAP), on the other, dated January 3, 1995 (SMP 94-71).

(Reference - Subparagraph 1.01(a))

KNOW ALL MEN BY THESE PRESENTS:

The undersigned:

Name:

NILE RODGERS

Address:

c/o Dennis Katz, Esq., 845 Third Avenue, Suite 1400, New York, New York 10022

("Assignor")

for good and valuable consideration now received, hereby sells and assigns unto:

Name: TOMMY JYMI, INC. (BMI)

Address: C/o Dennis Katz. Esq., 845 Third Avenue, Suite 1400. New York, New York 10022

("First Assignee"),

and its successors and assigns forever, one hundred percent (100%) of Assignor(s)' interest in the copyright(s) (including renewals, if applicable) in and to, and all of the right, title and interest of the undersigned Assignor(s) in and to, all musical compositions Assignor owns, in whole or part, including without limitation, the musical composition(s) listed on Schedule A annexed (all such compositions hereinafter collectively the "Compositions"), throughout the world, which First Assignee, in turn, for good and valuable consideration now received, hereby sells and assigns unto:

Name:

SONY SONGS INC. (BMI)

Address:

550 Madison Avenue. New York. New York 10022-3211

("Second Assignee")

17590/pdb (12/22/94) (RL 17591) ACS [SMP 94-71.2(2)] (diam, 6)

and its successors and assigns forever, an undivided one hundred percent (100%) of Assignor(s)' interest in the copyright(s) (including renewals, if applicable) in and to, and all of the right, title and interest of Assignor(s) in and to, the Composition(s), throughout the world.

THIS INSTRUMENT is subject to all of the terms and conditions of the agreement dated January 3, 1995 between First Assignee and Second Assignee.

DATED: January 3, 1995

NILE RODGERS

TOMMY JYMI, INC.

#### **ACKNOWLEDGEMENTS**

STATE (	OF"	NEW	X18 K	)	
COUNTY	OF	NEW	YORK	)	98

, before me personally came Nile Rodgers, known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed it.

flotory Public, State of New York, No. 31, 7776390 STATE OF NEW YORK Qualified in New York - miner ()
Saminusion Expres October 31 1776 COUNTY OF NEW YORK

on December 32,1994, before me personally came NILE FORES, known to me, who, duly sworn by me, did depose and say that he resides at 17 1001 M, 27, that he is the ffeotigent of TOMMY JYMI, INC., the corporation described in and which executed the foregoing instrument, and that he signed it by order of the Board of Directors of the corporation.

Hotary Figure, and the first first of the All 1777 for the Gundlers as New York country Commercial representations of the All 1888

17590/pdb (12/22/94) (RL 17591) 29

ACS (SMP "4-71.2(2)) idin, ...

# SCHEDULE A

to an agreement between TOMMY JYMI, INC. (BMI) and PLAN NINE MUSIC, INC. (ASCAP), on the one hand, and SONY SONGS INC. (BMI) and SONY TUNES INC. (ASCAP), on the other, dated January 3, 1995 (SMP 94-71).

(Reference Subparagraph 1.01(a))

#### Compositions

	Title	Writer(s)		U.S. Copyright Registration No./Date	
	AT LAST I AM FREE	NILE RODO	ERS		
		NILE RODO	ERS		
	BABY DOLL BACKFIRED BELIEVER	NILE RODO	BRS		
X	BELIEVER	NILE RODO	SERS		
		NILE RODO			
	CAN'T STAND TO LOVE YOU	NILE RODO	GERS		
	CHARGE PLATES &				
	CREDIT CARDS	NILE RODO	GERS	 V ,	
	CHIC (EVERYBODY SAY)	NILE RODO	Gers		
	CHIC CHEER CHICISM	NILE RODO	GERS		
	CHICISM	NILE ROD	GERS		
	CHIC MYSTIQUE	NILE ROD	Gers		
	CHIC MYSTIQUE (REPRISE)	NILE ROD	GERS		
	CHIP OFF THE OLD BLOCK	NILE ROD	GERS'		
	CITY LIGHTS COVER GIRLS	NILE ROD	GERS		
	COVER GIRLS	NILE ROD	GERS		
	DANCE DANCE DANCE				
	(YOWSAH Y)	NILE ROD	GERS		
	DANCE DANCE DANCE				
		NILE ROD			
	DOIN' THAT THING TO ME	NILE ROD	GERS		
	DON'T GO	NILE ROD			
	DREAMGIRL	NITE KOD			
	EASIER TO LOVE	NILE ROD	GERS		
	EASY STREET EST CE QUE CEST	NILE ROD	GERS		
	EST CE QUE CEST	NILE ROD	GERS		
	EVERYBODY DANCE	NILE ROD	GERS		
	EVERYTHING'S GONNA				
	BE ALRIGHT	NILE ROD			
	FALLING IN LOVE WITH YOU				
	FLASHBACK	NILE ROD	XJERS .		

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17590/pdb (12/22/94)(RL 17591) ACS [SMP 94-71.2(2)] (dkm.6)

بادر

FRIEND TO FRIEND FUNNY BONE GIRL, DON'T BE NO FOOL (REMIX) GIRL, DON'T BE NO FOOL (\$\tilde{9}\$ 12.307) GIRL, DON'T BE NO FOOL (\$\tilde{9}\$ 40.00) FOOL (\$\tilde{9}\$ 40.00) GIVE IT UP GIVE ME THE LOVIN' GOOD TIMES GOOD TIMES GOOT TO LOVE SOMEBODY HANGIN' HAPPY MAN HAVE FUN (AGAIN) HE'S THE GREATEST DANCER HEY FOOL HIGH HIGH SOCIETY HOLD ME LONELY BOY HOUD IT HOLD ME LONELY BOY HOW TO LOVE  ZI'M A GOOD GIRL NOW HILE RODGERS I BELIEVE IN YOU I FEEL YOUR LOVE COMIN ON I GOT PROTECTION I LIKE LOVE I LOVED YOU MORE I LIKE LOVE I LOVED YOU MORE IN IT TO WIN IT IN LOVE WITH MUSIC THE INTRODUCTION IT'S ALRIGHT (TO LOVE ME) I WANT TO FALL IN LOVE JUSAGROOVE LOVE ME) KISSING WITH CONFIDENCE LE FREAK LET'S GO ON VACATION NILE RODGERS ROTTOL NOT REACH NILE RODGERS NILE RODGER		
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FOOL (REMIX)  GIRL, DON'T BE NO FOOL (© 12.307)  GIRL, DON'T BE NO FOOL (© 40.00)  GIVE IT UP  GIVE IT UP  GOODERS  GOOD TIMES  GOOD TIMES  GOOD TIMES  GOOD TIMES  GOOD TO LOVE SOMEBODY  HAMGIN'  HAPPY MAN  HAVE FUN (AGAIN)  HE'S THE GREATEST DANCER HEY FOOL HIGH  HIGH SOCIETY  HOLD IT  HOLD ME LONELY BOY  HOW TO LOVE  COMIN ON  I FEEL YOUR LOVE  COMIN ON  I GOT IT  I GOT FROTECTION  I LIKE LOVE  I LOVED YOU MORE IN IT TO WIN IT IN LOVE WITH MUSIC  THE INTRODUCTION IT'S ALRIGHT (TO LOVE ME) I WANT YOU LOVE I WANT YOU LOVE JAM WAS MOVING JUDY  JUSAGROOVE LUST OUT OF REACH KING OF THE WORLD KISSING WITH CONFIDENCE LE FREAK LET'S GO ON VACATION NILE RODGERS ROTH ROTTON NILE RODGERS ROT	FUNNY BONE	NILE RODGERS
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SONY SONGS INC. EPIC/SOLAR INC. SONY LATIN MUSIC PUBLISHING, INC. 550 Madison Avenue New York, NY 10022

November 1 1995

BMI 320 West 57th Street New York, NY 10019

Re: Sony Songs Inc., Epic/Solar Inc.

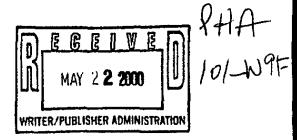
and Sony Latin Music Publishing Inc.

Gentlemen:

The undersigned have this date sold and assigned all of the musical compositions in the above identified catalogs to Sony/ATV Songs LLC. Please change your records accordingly. All of the catalogs should be maintained in separate special accounts for all purposes, including awards and accountings. All accountings should be sent to Sony/ATV Music Publishing LLC, 8 Music Square West, Nashville, TN 37202 Attn: Director of Publishing Administration. All notices and other communications should be sent to Sony/ATV Music Publishing LLC, 550 Madison Avenue, New York, NY 10022 Attn: Vice President of Business Affairs and Administration.







# Legal & Business Affairs, Performing Rights

## BMI INTEROFFICE MEMORANDUM

TO:

Louise O'Sullivan

cc: Gary Cannizzo

FROM:

Gary F. Roth

(Complete File for microfilming)

DATE:

May 17, 2000

RE:

Bernard Edwards, Deceased (Current Affiliation: ASCAP)

(Schedule D), # 101315 ... Bernard Edwards (Estate) X32

Bernard's Other Music, # 26748

Attached is a letter agreement dated February 29, 2000, with publisher basic agreement (Exhibit "A") which cancels and supersedes the prior agreement with Bernard's Other Music

Agreement With:

The Bernard Edwards Company, L.L.C., Wallace D. Franson, Executor of the Estate of Bernard Edwards and as Trustee of the Michael Edwards Trust, the David Edwards Trust, the Mark Edwards Trust, the Portia Edwards Trust, the Leah Edwards Trust, and the Bernard Edwards, Jr. Trust

Date of Basic Agreement: February 28, 2000

Period of Basic Agreement:

July 1, 1999, to June 30, 2004, with automatic five-

year renewals unless canceled.

All works cleared under the prior basic agreement is covered by the new basic.

Royalties:

There are no withheld royalties on either the writer account of Bernard Edwards or the publisher account of Bernard's Other Music. All future royalties are to be made payable and mailed as follows:

> The Bernard Edwards Co., L.L.C. 5750 Wilshire Blvd., Suite 590 Los Angeles, CA 90036

ENTERED ON DATA B

6/5/4000

May 17, 2000 Page 2

Statements and Correspondence:

Sent to the same address

Federal Tax ID Number: 95-4765394

# **Documents Attached for Microfilming:**

- 1. Letter Agreement with Exhibit "A"
- 2. W-9 IRS Form for The Bernard Edwards Co., L.L.C.
- 3. 101 Form for The Bernard Edwards Co., L.L.C.
- 4. Attachment for 101 listing members, percent of ownership and Tax ID Numbers
- 5. Articles of Organization for a Connecticut Limited Liability Company
- 6. Decree RE: Administration and Distribution
- 7. Assignment of Copyright by the Michael Edwards Trust
- 8. Assignment of Copyright by the David Edwards Trust
- Assignment of Copyright by the Mark Edwards Trust \( \)
- 10. Assignment of Copyright by the Portia Edwards Trust
- 11. Assignment of Copyright by the Leah Edwards Trust
- 12. Assignment of Copyright by the Bernard Edwards, Jr. Trust
- 13. Assignment of Copyright by the The Bernard Edwards Company, L.L.C.

GR:wi

cc: J. Ruiz



February 29, 2000

Wallace D. Franson, Trustee c/o Jess S. Morgan & Company, Inc. 5750 Wilshire Blvd, Ste. 590 Los Angeles, CA 90036-3697

RE: Estate of Bernard Edwards

Dear Mr. Franson:

This will confirm our understanding as follows:

We are entering into the publisher agreement annexed hereto as Exhibit "A" (herein called the "basic agreement") in reliance upon the following warranties and representations:

# 1. You warrant and represent:

- (a) that Bernard Edwards, hereinafter called the "decedent", died testate and a resident of the State of Connecticut on April 18, 1996; and
- (b) that you were appointed Executor of the Estate of Bernard Edwards by the Westport Probate Court, Connecticut, on June 3, 1996; and
- (c) that pursuant to Assignments dated January 1, 2000, from you as Executor of the Estate of Bernard Edwards, the Michael Edwards Trust, the David Edwards Trust, the Mark Edwards Trust, the Portia Edwards Trust, the Leah Edwards Trust, and the Bernard Edwards, Jr. Trust were each assigned an 8.33% Copyright interest and an 16.67% Administration Rights interest in and to all of the works written by Bernard Edwards and published by Bernard's Other Music; and
- (d) that you as Trustee of each of the Michael Edwards Trust, the David Edwards Trust, the Mark Edwards Trust, the Portia Edwards Trust, the Leah Edwards Trust, and the Bernard Edwards, Jr. Trust have assigned to the Bernard Edwards Company, LLC (the "Company") all of the rights held by said Trusts with respect to the works written and published by the decedent, and that during the term of the basic agreement, the Company will own and control all of

February 29, 2000 Page 2

the rights granted to BMI pursuant to the basic agreement with respect to all works published by the decedent which are embraced by the basic agreement as well as all works formerly embraced by the agreement between the decedent and BMI dated April 10, 1981, which BMI has continued to license for the decedent as a writer; and

- (e) that the Estate of Bernard Edwards is now closed; and
- (f) that notwithstanding any representations decedent may have made to BMI during his lifetime, you have not purported to grant or assign to any other performing rights organization the right to license performances of the works embraced by the basic agreement or by the agreement between the decedent and BMI dated April 10, 1981; and that BMI has the right to license the writer share in all of the works written by Bernard Edwards through June 30, 1983, and the publisher share on all of the works of Bernard's Other Music; and
- (g) that all debts, taxes, and expenses of any kind which are due, or might become due, on behalf of the decedent or his estate have been paid.
- 2. The basic agreement shall be deemed to contain the following additions and modifications:
  - (a) The date of the basic agreement shall be deemed to be February 28, 2000.
    - (i) In Paragraph numbered FIRST: the word "period" shall mean the term from July 1, 1999, to June 30, 2004, and continuing thereafter for additional terms of five (5) years each unless terminated by either party by the end of said initial term or any additional term upon notice by registered or certified mail not more than six (6) months or less than three (3) months prior to the end of any such term.
- 3. The basic agreement, as of its effective date, shall cancel and supersede the agreement between the decedent doing business as Bernard's Other Music and BMI dated January 19, 1981, and all modifications thereof. All works embraced by said agreement shall be deemed included in the basic agreement.
- 4. In reliance upon the warranties and representations contained above, BMI agrees to pay The Bernard Edwards Company, LLC, any royalties that have been withheld and which may hereafter become due on behalf of the decedent doing business as Bernard's Other Music under the basic agreement, as well as any royalties which

February 29, 2000 Page 3

become payable for performances of the works of Bernard Edwards as a writer with respect to his works existing as of June 30, 1983.

6. In consideration of the foregoing, you all agree, jointly and severally, to indemnify, save and hold BMI free and harmless from and against any and all claims, actions, demands, recoveries and judgments of any and all creditors, heirs, assignees or successors of the decedent in connection with aforesaid agreements dated January 19, 1981, and April 10, 1981, and any modifications thereof or any payments to The Bernard Edwards Company, LLC by BMI under said agreements and the basic agreement by virtue of your warranties and representations contained herein.

Very truly yours,

ACCEPTED AND AGREED TO:

BROADCAST MUSIC, INC.

THE BERNARD EDWARDS COMPANY, L.L.C.

By: Tunk

President Mereca

By:

Gary F/Roth

Assistant Vice President

95-4765394

Federal Tax ID Number of The Bernard Edwards Company, L.L.C

Wallace D. Franson, as Executor of the Estate of Bernard Edwards and as Trustee of the Michael Edwards Trust, the David Edwards Trust, the Mark Edwards Trust, the Portia Edwards Trust, the Leah Edwards Trust, and the Bernard Edwards, Jr. Trust

DLA	Exhibit "A"
AGREEMENT made on	between BROADCAST MUSIC, INC. ("BMI"), a
New York corporation, whose address Is 320 West 57th Street, New Yo	
a doing business	
"Publisher"), whose address is	
WITNESSI	
FIRST: The term of this agreement shall be the period fi	rom
to	nal period, upon notice by recistered or certified mail not more
SECOND: As used in this agreement, the word "Work" or "Wo	orks" shall mean:
A. All musical compositions (including the musical segments musical work) whether published or unpublished, now award or copyrighte rights, and	and individual compositions written for a dramatic or dramaticod by Publisher or in which Publisher owns or controls performing
B. All musical compositions (including the musical segments musical work) whether published or unpublished, in which hereafter during or control of the performing rights, from and after the date of the acqui	and individual compositions written for a dramatic or dramatico- the term Publisher acquires ownership of copyright or ownership sition by Publisher of such ownership or control.
$\boldsymbol{\text{THIRD:}}$ Except as otherwise provided herein, Publisher hereby the term of this agreement:	sells, assigns and transfers to BMI, its successors or assigns, for
A. All the rights which Publisher owns or acquires public, world, any part or all the Works.	y to perform, and to license others to perform, anywhere in the
B. The non-exclusive right to record, and to license other transcriptions, wire, tape, film or otherwise, but only for the purpose of a or for archive or audition purposes. This right does not include record synchronization (1) with motion pictures intended primarily for theatrical er to broadcasting stations, cable systems or other similar distribution outlets.	ing for the purpose of sale to the public or for the purpose of chibition or (2) with programs distributed by means of syndication
C. The non-exclusive right to adapt or arrange any part or others to do so.	all of any of the Works for performance purposes, and to license
FOURTH: Notwithstanding the provisions of subparagraph A o	f paragraph THIRD hereof:
A. The rights granted to BMI by said subparagraph A sha more than one song or aria from a dramatic or dramatico-musical work w minutes from a dramatic or dramatico-musical work which is a ballet, if successed or dramatic or dramatico-musical work.	ll not include the right to perform or license the performance of hich is an opera, operetta or musical show or more than five (5) ch performance is accompanied by the dramatic action, costumes
B. Publisher, together with all the writers and co-publisher to exclude from the grant made by subparagraph A of paragraph THIRD minutes of a dramatic or dramatico-musical work, but this right shall not for or performed as part of a theatrical or television film, (2) a score origogram, or (3) the original cast, sound track or similar album of a draw	apply to such performances from (1) a score originally written ginally written for or performed as part of a radio or television
C. Publisher, the writers and/or co-publishers, if any, reta Work or Works in the United States, its territories and possessions (other that within ten (10) days of the issuance of such license BMI is given write	in the right to issue non-exclusive licenses for performances of a an to another performing rights licensing organization), provided ten notice thereof and a copy of the license is supplied to BMI.
FIFTH:	
A. As full consideration for all rights granted to BMI hereu	nder and as security therefor, BMI agrees to make the following

- payments to Publisher with respect to each of the Works in which BMI has performing rights:
- (1) For radio and television performances of Works in the United States, its territories and possessions, BMI will pay amounts calculated pursuant to BMI's then standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. The number of performances for which Publisher shall be entitled to payment shall be estimated by BMI in accordance with its then current system of computing the number of such performances.

Publisher acknowledges that BMI licenses performances of the Works of its affiliates by means other than on radio and television, but that unless and until such time as methods are adopted for tabulation of and payment for such performances, payment will be based solely on performances in those media and locations then currently surveyed. In the event that during the term of this agreement BMI shall establish a system of separate payment for performances by means other than radio and television, BMI shall pay Publisher upon the basis of the then current performance rates generally paid by BMII to its other affiliated publishers for similar performances of similar compositions.

- (2) For performances of Works outside of the United States, its territories and possessions, BMI will pay to Publisher monies received by BMI in the United States from any performing rights licensing organization which are designated by such organization as the publisher's share of foreign performance royalities carned by any of the Works after the deduction of BMI's then current handling charge applicable to its affiliated publishers and in accordance with BMI's then standard practices of payment for such performances.
- (3) In the case of Works which, or rights in which, are owned by Publisher jointly with one or more other publishers. the sum payable to Publisher under this subparagraph A shall be a pro rata share determined on the basis of the number of publishers, nuless BMI shall have received from Publisher a copy of an agreement or other document signed by all of the publishers providing for a different division of payment.
- B. Notwithstanding the provisions of subparagraph A of this paragraph FIFTH, BMI shall have no obligation to make payment hereunder with respect to (1) any performance of a Work which occurs prior to the date on which BMI shall have received from

Publisher of all the material with respect to such Work referred to in subparagraph A of paragraph TENTH hereof, and in the case of foreign performances, the information referred to in subparagraph B of paragraph FOURTEENTH hereof, or (2) any performance of a Work as to which a direct license as described in subparagraph C of paragraph FOURTH hereof has been granted by Publisher, its copublishers or the writers, or (3) any performance for which no license fees shall be collected by BMI, or (4) any performance of a Work which Publisher claims was either omitted from or miscalculated on a royalty statement and for which BMI shall not have received written notice from Publisher of such claimed omission or miscalculation within nine (9) months of the date of such statement.

SIXTH: In accordance with BMI's then current standard practices, BMI will furnish periodic statements to Publisher during each year of the term showing the monles due pursuant to subparagraph A of paragraph FIFTH hereof. Each such statement shall be accompanied by payment of the sum thereby shown to be due to Publisher, subject to all proper deductions, if any, for taxes, advances or amounts due to BMI from Publisher.

#### SEVENTH:

- A. Nothing in this agreement requires BMI to continue to license the Works subsequent to the termination of this agreement. In the event that BMI continues to license Publisher's interest in any Work, however, BMI shall continue to make payments to Publisher for such Work for so long as Publisher does not make or purport to make directly or indirectly any grant of performing rights in such Work to any other licensing organization. The amounts of such payments shall be calculated pursuant to BMI's then current standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. Publisher agrees to notify BMI by registered or certified mail of any grant or purported grant by Publisher directly or indirectly of performing rights to any other performing rights organization within ten (10) days from the making of such grant or purported grant, Publisher agrees to repay to BMI all amounts so paid by BMI promptly with or without demand by BMI. In addition, if BMI inquires of Publisher by registered or certified mail, addressed to Publisher's last known address, whether Publisher has made any such grant or purported grant and Publisher fails to confirm to BMI by registered or certified mail within thirty (30) days of the making of such inquiry that Publisher has not made any such grant or purported grant, BMI may, from and after such date, discontinue making any payments to Publisher.
- B. BMI's obligation to continue payment to Publisher after the termination of this agreement for performances outside of the United States, its territories and possessions, of Works which BMI continues to license after such termination shall be dependent upon BMI's receipt in the United States of payments designated by foreign performing rights licensing organizations as the publisher's share of foreign performance royalties carned by the Works. Payment of such foreign royalties shall be subject to deduction of BMI's then current handling charge applicable to its affiliated publishers and shall be in accordance with BMI's then standard practices of payment for such performances.
- C. In the event that BMI has reason to believe that Publisher will receive, or is entitled to receive, or is receiving payment from a performing rights licensing organization other than BMI for or based on United States performances of one or more of the Works during a period when such Works were licensed by BMI pursuant to this agreement, BMI shall have the right to withhold payment for such performances from Publisher until receipt of evidence satisfactory to BMI that Publisher was not or will not be so paid by such other organization. In the event that Publisher was or will be so paid or does not supply such evidence within eighteen (18) months from the date of BMI's request therefor, BMI shall be under no obligation to make any payment to Publisher for performances of such Works during such period.

EIGHTH: In the event that this agreement shall terminate at a time when, after crediting all earnings reflected by statements rendered to Publisher prior to the effective date of such termination, there remains an unearned balance of advances paid to Publisher by BMI, such termination shall not be effective until the close of the calendar quarterly period during which (A) Publisher shall repay such mearned balance of advances, or (B) Publisher shall notify BMI by registered or certified mail that Publisher has received a statement rendered by BMI at its normal accounting time showing that such unearned halance of advances has been fully recouped by BMI.

#### NINTH

- A. BMI shall have the right, upon written notice to Publisher, to exclude from this agreement, at any time, any Work which in BMI's opinion is similar to a previously existing composition and might constitute a copyright infringement, or has a title or music or lyric similar to that of a previously existing composition and might lead to a claim of unfair competition.
- B. In the case of Works which in the opinion of BMI are based on compositions in the public domain, BMI shall have the right, at any time, upon written notice to Publisher, either (1) to exclude any such Work from this agreement, or (2) to classify any such Work as entitled to receive only a stated fraction of the full credit that would otherwise be given for performances thereof.
- C. In the event that any Work is excluded from this agreement pursuant to subparagraph A or B of this paragraph NINTH, or pursuant to subparagraph C of paragraph TWELFTH hereof, all rights of BMI in such Work shall automatically revert to Publisher ten (10) days after the date of the notice of such exclusion given by BMI to Publisher. In the event that a Work is classified for less than full credit under subparagraph B(2) of this paragraph NINTH, Publisher shall have the right, by giving notice to BMI within ten (10) days after the date of BMI's notice to Publisher of the credit allocated to such Work, to terminate all rights in such Work granted to BMI herein and all such rights of BMI in such Work shall thereupon revert to Publisher.

#### TENTH

- A. With respect to each of the Works which has been or shall be published or recorded commercially or synchronized with motion picture or television film or tape or which Publisher considers likely to be performed, Publisher agrees to furnish to BMI:
- (1) A completed clearance form available in blank from BMI, unless a cue sheet with respect to such Work is furnished pursuant to subparagraph A(3) of this paragraph TENTH.
- (2) If such Work is based on a composition in the public domain, a legible lead sheet or other written or printed copy of such Work setting forth the lyrics, if any, and music correctly metered; provided that with respect to all other Works, such copy need be furnished only if requested by BMI pursuant to subsection (b) of subparagraph D(2) of this paragraph TENTH.
- (3) If such Work has been or shall be synchronized with or otherwise used in connection with motion picture or television film or tape, a cue sheet showing the title, writers, publisher and nature and duration of the use of the Work in such film or tape.
- B. Publisher shall submit the material described in subparagraph A of this paragraph TENTH with respect to Works heretofore published, recorded or synchronized within ten (10) days after the execution of this agreement and with respect to any of the Works hereafter so published, recorded, synchronized or likely to be performed prior to the date of publication or release of the recording, film or tape or anticipated performance.
- C. The submission of each clearance form or cue sheet shall constitute a warranty and representation by Publisher that all of the information contained thereon is true and correct and that no performing rights in any of the Works listed thereon have been granted to or reserved by others except as specifically set forth therein.

#### D. Publisher agrees:

(1) To secure and maintain copyright protection of the Works pursuant to the Copyright Law of the United States and pursuant to the laws of such other nations of the world where such protection is afforded; and to give BMI, upon request, prompt written notice of the date and number of copyright registration and/or renewal of each Work registered in the United States Copyright Office.

#### (2) At BMI's request:

- (a) To register each unpublished and published Work in the United States Copyright Office pursuant to the Copyright Law of the United States.
- (b) To obtain and deliver to BMI copies of: unpublished and published Works; copyright registration and/or renewal certificates issued by the United States Copyright Office; any agreements, assignments, instruments or documents of any kind by which Publisher obtained the right to publicly perform and/or the right to publish, co-publish or sub-publish any of the Works.
- E. Publisher agrees to give BMI prompt notice by registered or certified mall in each instance when, pursuant to the Copyright Law of the United States, (1) the rights granted to BMI by Publisher in any Work shall revert to the writer or the writer's representative, or (2) copyright protection of any Work shall terminate.

#### ELEVENTH: Publisher warrants and represents that:

- A. Publisher has the right to enter into this agreement; Publisher is not bound by any prior commitments which conflict with its undertakings herein; the rights granted by Publisher to BMI herein are the sole and exclusive property of Publisher and are free from all adverse encumbrances and claims; and exercise of such rights will not constitute infringement of copyright or violation of any right of, or unfair competition with, any person, firm, corporation or association.
- B. Except with respect to Works in which the possession of performing rights by another person, firm, corporation or association is specifically set forth on a clearance form or cue sheet submitted to BMI pursuant to subparagraph A of paragraph TENTH benefit, Publisher has performing rights in each of the Works by virtue of written grants thereof to Publisher signed by the authors and composers or other owners of such Work.

#### TWELFTH:

- A. Publisher agrees to defend, indemnify, save and hold BMI, its licensees, the advertisers of its licensees and their respective agents, servants and employees, free and harmless from and against any and all demands, loss, damage, suits, judgments, recoveries and costs, including counsel fees, resulting from any claim of whatever nature arising from or in connection with the exercise of any of the rights granted by Publisher in this agreement; provided, however, that the obligations of Publisher under this paragraph TWELFTH shall not apply to any matter added to, or changes made in, any Work by BMI or its licensees.
- B. Upon the receipt by BMI or any of the other parties herein indemnified of any notice, demand, process, papers, writ or pleading, by which any such claim, demand, suit or proceeding is made or commenced against them, or any of them, which Publisher shall be obliged to defend hereunder, BMI shall, as soon as may he practicable, give Publisher notice thereof and deliver to Publisher such papers or true copies thereof, and BMI shall have the right to participate and direct such defense on behalf of BMI and/or its licensees by counsel of its own choice, at its own expense. Publisher agrees to cooperate with BMI in all such matters.
- C. In the event of such notification of claim or service of process on any of the parties herein indemnified, BMI shall have the right, from the date thereof, to exclude the Work with respect to which a claim is made from this agreement and/or to withhold payment of all sums which may become due pursuant to this agreement or any modification thereof until receipt of satisfactory written evidence that such claim has been withdrawn, settled or adjudicated.

THIRTEENTH: Publisher makes, constitutes and appoints BMI, or its numinee, Publisher's true and lawful attorney, irrevocably during the term hereof, in the name of BMI or that of its numinee, or in Publisher's name, or otherwise, in BMI's sole judgment, to do all acts, take all proceedings, and execute, acknowledge and deliver any and all instruments, papers, documents, process or pleadings that, in BMI's sole judgment, may be necessary, proper or expedient to restrain infringement of and/or to enforce and protect the rights granted by Publisher hereunder, and to recover damages in respect of or for the infringement or other violation of said rights, and in BMI's sole judgment to join Publisher and/or others in whose names the copyrights to any of the Works may stand, and to discontinue, compromise or refer to arbitration, any such actions or proceedings or to make any other disposition of the disputes in relation to the Works; provided that any action or proceeding commenced by BMI pursuant to the provisions of this paragraph THIRTEENTH shall be at its sole expense and for its sole benefit. Notwithstanding the foregoing, nothing in this paragraph THIRTEENTH requires BMI to take any proceeding or other action against any person, firm, partnership or other entity or any writer or publisher, whether or not affiliated with BMI, who Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hercunder. In addition, Publisher understands and agrees that the licensing by BMI of any musical compositions which Publisher claims may be infringing Publisher's Works or otherwise violating the regular, shall not constitute an infringement of Publisher's Works on BMI's part.

#### FOURTEENTH:

- A. It is acknowledged that BMI has heretofore entered into, and may during the term of this agreement enter into, contracts with performing rights licensing organizations for the licensing of public performing rights controlled by BMI in territories outside of the United States, its territories and possessions (herein called "Foreign Territories"). Upon Publisher's written request, BMI agrees to permit Publisher to grant performing rights in any or all of the Works for any Foreign Territory for which, at the time such request is received, BMI has not entered into any such contract with a performing rights licensing organization; provided, however, that any such grant of performing rights hy Publisher shall terminate at such time when BMI shall have entered into such a contract with a performing rights licensing organization covering such Foreign Territory and shall have notified Publisher thereof. Nothing herein contained, however, shall be deemed to restrict Publisher from assigning to its foreign publisher or representative the right to collect a part or all of the publishers' performance royalties earned by any or all of the Works in any Foreign Territory as part of an agreement for the publication, exploitation or representation of such Works in such territory, whether or not BMI has entered into such a contract with a performing rights licensing organization covering such territory.
- B. Publisher agrees to notify BMI promptly in writing in each instance when publication, exploitation or other rights in any or all of the Works are granted for any Foreign Territory. Such notice shall set forth the title of the Work, the Foreign Territory or Territories involved, the period of such grant, the name of the person, firm, corporation or association entitled to collect performance royalties carned in the Foreign Territory and the amount of such share. Within ten (10) days after the execution of this agreement Publisher agrees to submit to BMI, in writing, a list of all Works as to which Publisher has, prior to the effective date of this agreement, granted to any person, firm, corporation or association performing rights and/or the right to collect publisher performance royalties earned in any Foreign Territory.

## FIFTEENTH: BMI shall have the right, in its sole discretion, to terminate this agreement if:

- A. Publisher, its agents, employees, representatives or affiliated companies, directly or indirectly during the term of this agreement:
- (1) Solicits or accepts payment from or on behalf of authors for composing music for lyrics, or from or on behalf of composers for writing lyrics to music.
- (2) Solicits or accepts music and/or lyrics from composers or authors in consideration of any payments to be made by or on behalf of such composers or authors for reviewing, arranging, promotion, publication, recording or any other services connected with the exploitation of any composition.

- 343
- (3) Permits Publisher's name, or the fact of its affiliation with BMI, to be used by any other person, firm, corporation or association engaged in any of the practices described in subparagraphs A(1) and A(2) of this paragraph FIFTEENTH.
- (6) Submits to BMI, as one of the Works to come within this agreement, any musical composition with respect to which any payments described in subparagraphs A(1) and A(2) of this paragraph FIFTEENTH have been made by or on behalf of a composer or author to any person, firm, corporation or association.
- B. Publisher, its agents, employees or representatives directly or indirectly during the term of this agreement makes any effort to ascertain from, or offers any inducement or consideration to, anyone, including but not limited to any radio or television licensee of BMI or to the agents, employees or representatives of BMI or of any such licensee, for information regarding the time or times when any such BMI licensee is to report its performances to BMI, or to attempt in any way to manipulate performances or affect the representative character or accuracy of BMI's system of sampling or logging performances.
- C. Publisher fails to notify BMI's Department of Writer/Publisher Administration promptly in writing of any change of firm name, ownership or address of Publisher.

In the event BMI exercises its right to terminate this agreement pursuant to the provisions of subparagraphs A, B or C of this paragraph FIFTEENTH, BMI shall give Publisher at least thirty (30) days' notice by registered or certified mail of such termination. In the event of such termination, no payments shall be due to Publisher pursuant to paragraph SEVENTH hereof.

SIXTEENTH: In the event that during the term of this agreement (1) monies shall not have been earned by Publisher pursuant to paragraph FIFTH hereof for a period of two consecutive years or more, or (2) the proprietor, if Publisher is a sole proprietorship, shall die, BMI shall have the right to terminate this agreement on at least thirty (30) days' notice by registered or certified mall addressed to the last address furnished by Publisher in writing to BMI's Department of Writer/Publisher Administration and, in the case of the death of a sole proprietor, to the representative of said proprietor's estate, if known to BMI. In the event of such termination, no payments shall be due Publisher pursuant to paragraph SEVENTH hereof.

SEVENTEENTH: Publisher acknowledges that the rights obtained by it pursuant to this agreement constitute rights to payment of money and that during the term BMI shall hold title to the performing rights granted to BMI hereunder. In the event that during the term Publisher shall file a petition in bankruptcy, such a petition shall be filed against Publisher, Publisher shall make an assignment for the benefit of creditors, Publisher shall consent to the appointment of a receiver or trustee for all or part of its property, Publisher shall file a petition for corporate reorganization or arrangement under the United States bankruptcy laws, or Publisher shall institute or shall have instituted against it any other insolvency proceeding under the United States bankruptcy laws or any other applicable law, or, in the event Publisher is a partnership, all of the general partners of said partnership shall be adjudged bankrupts, BMI shall retain title to the performing rights in all Works the rights to which are granted to BMI bercunder and shall subrogate Publisher's trustee in bankruptcy or receiver and any subsequent purchasers from them to Publisher's right to payment of money for said Works in accordance with the terms and conditions of this agreement.

EIGHTEENTH: All disputes of any kind, nature or description arising in connection with the terms and conditions of this agreement shall be submitted to the American Arbitration Association in New York, New York, for arbitration under its then prevailing rules, the arbitrator(s) to be selected as follows:

Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days clapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon the third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and shall include the fixing of the costs, expenses and reasonable attorneys' fees of arbitration, which shall be borne by the unsuccessful party. Judgement may be entered in New York State Supreme Court or any other court having jurisdiction.

NINETEENTH: Publisher agrees that it shall not, without the written consent of BMI, assign any of its rights hereunder. No rights of any kind against BMI will be acquired by the assignee if any such purported assignment is made by Publisher without such written consent.

TWENTIETH: Any notice sent to Publisher pursuant to the terms of this agreement shall be valid if addressed to Publisher at the last address furnished in writing by Publisher to BMI's Department of Writer/Publisher Administration.

TWENTY-FIRST: This agreement constitutes the entire agreement between BMI and Publisher, cannot be changed except in a writing signed by BMI and Publisher and shall be governed and construed pursuant to the laws of the State of New York.

TWENTY-SECOND: In the event that any part or parts of this agreement are found to be void by a court of competent jurisdiction, the remaining part or parts shall nevertheless be binding with the same force and effect as if the void part or parts were deleted from this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

BROADCAST MUSIC, INC.

By Vice President

By (Title of Signer).

(Rev. March 1994)

Department of the Tree Internal Revenue Service

# **Request for Taxpayer Identification Number and Certification**

Give form to the requester. Do NOT send to the IRS.

<b>8</b>	Name (II joint names, list first and circle the name of the per The Bernard Edwards Co., L.		number you enter	in Part I belov	v. See instru	cilons on page 2 if your name has changed.)
Б	Business name (Sole proprietors see instructions on pa	ige 2.)				
Ħ	Please check appropriate box: Individual/Sole	proprietor 🔲	Corporation [	Partners	nip 🔼	Other - Ltd. Liability Corp
2	Address (number, street, and apt, or suite no.)					r's name and address (optional)
	5750 Wilshire Blvd., Suite!	590				
Δ.	City, state, and ZIP code			-	*	•• •
	Los Angeles, CA 90036				ı	
P	Taxpayer Identification Number	er (TIN)			List accou	unt number(s) here (optional)
ind (SS	ter your TIN in the appropriate box. For ividuals, this is your social security number SN). For sole proprietors, see the instructions	Social secur	try number	1		
ide	page 2. For other entities, it is your employer ntification number (EIN). If you do not have a mber, see <b>How To Get a TIN</b> below.		OR		Part II	For Payees Exempt From Backup Withholding (See Part II
500	te: If the account is in more than one name, the chart on page 2 for guidelines on whose mber to enter.		entification numb   7   6   5   3		<b>&gt;</b>	instructions on page 2)
	Contification					· · · · · · · · · · · · · · · · · · ·

Parit III Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Cartification instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TiN. (Also see Part III instructions on page 2.)

Here Signature >

Sign

Wallace D. Franson,

Date ▶

Section references are to the Internal Revenue Code.

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is Backup Withholding?--Persons making certain payments to you must withhold and pay to the IRS 31% of such Trustee payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester, or
- 2. The IRS tells the requester that you furnished an Incorrect TIN, or
- 3. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1983 only), or

5. You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate Instructions for the Requester of Form W-9.

How To Get a TIN.--If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for individuals). from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

<u>T,I</u>	<u>N</u>	OWNER SHIP	MEMBERS: Wallace D. Franco Trustee of the Bernard Educade In Trust
95	-7050894	1/6	Wallace D. Franson, Trustee of the Bernard Edwards, Jr. Trust 5750 Wilshire Blvd. Suite 590 Los Angeles, CA 90036
95	-7050893	1/6	Wallace D. Franson, Trustee of the Mark Edwards Trust 5750 Wilshire Blvd. Suite 590 Los Angeles, CA 90036
95	-7050892	1/6	Wallace D. Franson, Trustee of the David Edwards Trust 5750 Wilshire Blvd. Suite 590 Los Angeles, CA 90036
95	-7050891	1/6	Wallace D. Franson, Trustee of the Portia Edwards Trust 5750 Wilshire Blvd. Suite 590 Los Angeles, CA 90036
95	-7050895	1/6	Wallace D. Franson, Trustee of the Michael Edwards Trust 5750 Wilshire Blvd. Suite 590 Los Angeles, CA 90036
95	-7050890	1/6	Wallace D. Franson, Trustee of the Leah Edwards Trust 5750 Wilshire Blvd. Suite 590 Los Angeles, CA 90036



SECRETARY OF THE STATE 30 TRINITY STREET P.O. BOX 150470 HARTFORD, CT 06115-0470

MAY 4,2000

Jess S. Morgan & Company

MAY - 8 2000

RM

IRCHARD J. POBER P.O. BOX 710 WESTPORT, CT 06881

RE: Acceptance of Business Filing

This letter is to confirm the acceptance of the following business filing:

Business Name:

THE BERNARD EDWARDS COMPANY, LLC

Work Order Number: 2000071353-001 Business Filing Number: 0002106679

Type of Request: ARTICLES OF ORGANIZATION

File Date/Time: MAY 04 2000 08:30 AM

Effective Date/Time:

Work Order Payment Received: 85.00

Payment Received: 85.00 Account Balance: .00 Customer Id: 630874 Business Id: 0650746

If applicable for this type of request, a summary of the business information now on our records for this business is enclosed.

If you would like copies of this filing you must complete a Request for Corporate Copies and submit it with the appropriate fee.

SUSAN LOGATTO Commercial Recording Division 860-509-6003

## BUSINESS FILING REPORT

WORK ORDER NUMBER: 2000071353-001 BUSINESS FILING NUMBER: 0002106679

BUSINESS NAME:

THE BERNARD EDWARDS COMPANY, LLC

BUSINESS LOCATION:

5750 WILSHIRE BLVD. SUITE 590 LOS ANGELES, CA 90036

\*\* END OF REPORT \*\*

For Internal BMI Use Only For Internal BMI Use Only Received Entered Via Scope Performing Rights Performing Rights Administration Verified; \_\_\_\_ Administration PLEASE SUPPLY THE FOLLOWING INFORMATION Date \_\_\_ EXACT COMPANY NAME: The Bernard Edwards Company, L.L.C. If this is a new name, indicate former name and enclose cashier's check, money order or personal check payable to BMI for \$75.00, the administrative fee for processing a change of publishing company name or for a change in ownership. 5750 Wilshire Blvd., Suite 590 **BUSINESS ADDRESS:** (include zip code and name of Los Angeles, CA 90036 individual if essential to proper delivery of mail) 323 634-2400 **BUSINESS PHONE:** area code URL Web Site \_\_\_\_ Fax # 323-937-6532 **COMPLETE ONE SECTION ONLY** A.B. C OR D A. INDIVIDUALLY OWNED: Full Name of Individual \_\_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_ Home Address \_\_\_\_\_ Zip Code Fed. Tax Acct. No. B. PARTNERSHIP: (If not available request form S.S. #4 from IRS)

\_\_\_\_\_

List all Partners

HOME ADDRESS

Soc. Sec. No.

Pctg. of Ownership

Zip Code

Zip Code

Zip Code

101-7/93/mc

**FULL NAME** 

CONTINUED ON REVERSE SIDE

Case 2:19-cv-02637-DRH-AKT Document 29-8 Filed 07/10/20 Page 130 of 176 PageID #: 349

Indicate State in which income	rporated		ct. No. not available request form S.	S. #4 from iRS)
	List all	Officers		
FULL NAME	TITLE		HOME ADDRESS	
SS#				Zip Code
SS #				Zip Code
CC #				
SS #				Zip Code
FULL NAME	List al	I Stockholders HOME ADDR		Pctg. of Ownership
SS #			Zip Cod	e
SS #			7.0.1	
			Zip Cod	<del>-</del>
SS #			Zip Cod	<u> </u>
D. FORMALLY ORGANIZE  Complete only if company is now in ex	lstence)	LITY COMP	ANY:	
List All Members. (If more than fo Name SEL ATTACHE)	ur, attach extra sneet)  Home Address &	& Zip Code	Soc. Sec. No. or Fed. Tax Acct. No.	Percentage Of Ownership
List Manager(s) Authorized Under	Articles of Organization	. If Any	<u> </u>	Does he/she have authority
Name JAME AS MEMBER	Home Address	& Zip Code	Soc. Sec. No. or Fed. Tax Acct. No.	to sign agreements and otherwise act on behalf of company?

# If new corporate name is indicated on page 1, check one:

Old corporation or Limited Liability Company has changed its name

(Copy of Certificate of Change of Name filed with Secretary of State must be attached)

New corporation or Limited Liability Company has been formed

(Copy of Certificate of Incorporation or Articles of Organization for LLC's filed with Secretary of State must be attached)

PLEASE <u>SIGN</u> AND <u>RETURN</u> (WITH \$75.00 FEE FOR CHANGING PUBLISHING CO. NAME OR CHANGE IN

OWNERSHIP)

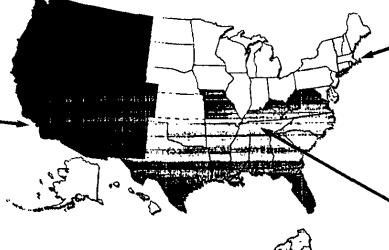
Signature of owner, partner, or member/manager

WALLACE D. FRANSON

(Please print name of person signing)

**BMI Administrative Territories** 

BMI
Publisher Administration a
8730 Sunset Blvd.
3rd Floor West
Los Angeles, CA 90069
310-659-9109



BMI\* Publisher Administration 320 West 57<sup>th</sup> Street New York, NY 10019 212-586-2000

\*Territory includes Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, American Samoa and Guam

BMI Publisher Administration 10 Music Square East Nashville, TN 37203 615-401-2000

BMI Publisher Administration 84 Harley House Marylebone Road London NW1 5HN

01144171 486-2036



-

PLEASE RETURN THIS DOCUMENT TO THE BMI OFFICE RESPONSIBLE FOR YOUR STATE ATTENTION: PUBLISHER ADMINISTRATION

101-7/93/mc

DECREE RE: ADMINISTRATION AND DISTRIBUTION (PC-262) REV. 10/98

STATE OF CONNECTICUT COURT OF PROBATE

VOL 704PG069 Recorded: Page:

1

Court of Probate, District of Westport District Number 158

96-000083

# Estate of: BERNARD EDWARDS, late of Westport

Date of Administration Account: 12/08/1999

At a Court of Probate held at the place and time of hearing set by the Court together with any continuances thereof, as of record appears, on the fiduciary's application for allowance of the administration account indicated above, ascertainment of heirs and distributees, and an order of distribution.

PRESENT: Hon. KEVIN M. O'GRADY, Judge

After due hearing THE COURT FINDS that:

Notice of hearing was given in accordance with the order of notice previously given.

All succession taxes due to the State of Connecticut have been paid.

The distributees of the rest, residue and remainder of said estate are as set forth in the schedule of proposed distribution in said account.

WHEREFORE, it is ORDERED AND DECREED that:

Said account is allowed and approved.

Any unpaid bequests or legacies shall be paid over to those legally entitled thereto.

The rest, residue and remainder of said estate be distributed, transferred and paid over to and among the distributees or their fiduciaries of the fiduciary of the estate as set forth in the schedule of proposed distribution of said account, and in accordance with the provisions of the Will, and Codicil(s) if any, of said deceased.

It is further ORDERED AND DECREED that said fiduciary make due return of compliance with this Order.

Dated at Westport, CT, this 27th day of December, 1999.

\*And it is further DECREED that the estate is completed and closed this 31st day

of December, 1999.

KEVIN M. O'GRADY, Judge

# ARTICLES OF ORGANIZATION FOR A CONNECTICUT LIMITED LIABILITY COMPANY

NOTE: This form constitutes only the minimum statutory requirements for filing with the Office of the Secretary of the Stare. Should you wish to include additional information, you may attach a plain sheet of 81/2x11 paper to the document.

1.	The name of the limited liability company:	
	The Bernard Edwards Company, LLC	
2.	The nature of business to be transacted or the pur company is as follows:	pose to be promoted or carried out the limited liability
	The Company's purpose is to engage in any law company may be organized under the Act.	vful act or activity for which a limited liability
3.	Principal office address: (P.O. Box is not accepta 90036	ble) 5750 Wilshire Blyd., Suite 590, Los Angeles, CA
4.	Statutory agent for service of process, P.A. 93-26 Name: Richard J. Pober Business Addr	7 §5: ess; 19 Ludlow Road, Westport, CT 06880
	Resid	ence Address: 7 Aspetuck Hill Lane, Weston, Connecticut 06883
5.	The latest date upon which the limited liability co	mpany will dissolve:
	May 1, 2055 EXECU	TION
б.	Dated this 31st day of December	, 1999
7.	Wallace D. Franson, Manager Name and capacity of signatory (print or type)	8. Signature
9.	Acceptance of appointed statutory agent.	
	Richard J. Pober Print Name	10. Signature
		Rec; CC:
		Richard J. Pober. Esquire  19 Ludiow Road  Westport. CT 06880
		Please provide filer's name and complete address for malling receipt
Secre	URN FORM TO: etary of the State rinity Street	,
Harti	ford, CT 06106	APS LLC CT-18

Hartford, CT 06106

ASSIGNOR:

WALLACE D. FRANSON.

EXECUTOR OF THE ESTATE OF BERNARD EDWARDS, DECEASED

ASSIGNEE:

WALLACE D. FRANSON

as TRUSTEE OF THE MICHAEL EDWARDS TRUST

PORTION

ASSIGNED:

AN UNDIVIDED EIGHT AND ONE-THIRD PERCENT (8.333%)

OF THE COPYRIGHT OWNERSHIP

AN UNDIVIDED SIXTEEN AND TWO-THIRDS PERCENT (16.667%)

OF THE ADMINISTRATION RIGHTS

The Assignor hereby sells, assigns, transfers and sets over unto the Assignee the above-indicated portion of Assignor's right, title and interest in and to the musical compositions (or fractional shares thereof) listed on the annexed Schedule (the "Compositions"), including, but not limited to the worldwide copyrights in and to said compositions, their titles, and lyrics (including any renewals and/or extensions now or hereafter provided by law), reserving, however, the exclusive right to administer, control, use, exploit receive income from, and otherwise deal in and for said Compositions (or, in the Assignor's sole discretion, to authorize third parties to do so, in the Assignor's name and on Assignor's behalf, in whole or in part and throughout the world or in lesser territories) throughout the world in perpetuity in accordance with the terms and conditions of the Co-Publishing Agreement dated August 21, 1997 among the Assignor, Bambi Edwards, and Alexis Edwards and subject to a lien to secure the payment to Jess S. Morgan & Company, Inc. of 5% of the gross receipts from exploitation of such assigned rights in perpetuity.

The Assignor makes no warranties and/or representations with respect to the Assignor's ownership of the Compositions, it being understood and agreed that the aforesaid percentage applies only to such rights as the Assignor has acquired as Executor of the Estate of Bernard Edwards, Deceased.

Los Angeles, California

ASSIGNOR:

WALLACE D. FRANSON.

EXECUTOR OF THE ESTATE OF BERNARD EDWARDS, DECEASED

ASSIGNEE:

WALLACE D. FRANSON

as TRUSTEE OF THE DAVID EDWARDS TRUST

**PORTION** 

ASSIGNED:

AN UNDIVIDED EIGHT AND ONE-THIRD PERCENT (8.333%)

OF THE COPYRIGHT OWNERSHIP

AN UNDIVIDED SIXTEEN AND TWO-THIRDS PERCENT (16.667%)

OF THE ADMINISTRATION RIGHTS

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The Assignor makes no warranties and/or representations with respect to the Assignor's ownership of the Compositions, it being understood and agreed that the aforesaid percentage applies only to such rights as the Assignor has acquired as Executor of the Estate of Bernard Edwards, Deceased.

Los Angeles, California

ASSIGNOR:

WALLACE D. FRANSON,

EXECUTOR OF THE ESTATE OF BERNARD EDWARDS, DECEASED

ASSIGNEE:

WALLACE D. FRANSON

as TRUSTEE OF THE MARK EDWARDS TRUST

**PORTION** 

į.

ASSIGNED:

AN UNDIVIDED EIGHT AND ONE-THIRD PERCENT (8.333%)

OF THE COPYRIGHT OWNERSHIP

AN UNDIVIDED SIXTEEN AND TWO-THIRDS PERCENT (16.667%)

OF THE ADMINISTRATION RIGHTS

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The Assignor makes no warranties and/or representations with respect to the Assignor's ownership of the Compositions, it being understood and agreed that the aforesaid percentage applies only to such rights as the Assignor has acquired as Executor of the Estate of Bernard Edwards, Deceased.

Los Angeles, California

January \_\_\_\_\_ 1999 2000

ASSIGNOR:

WALLACE D. FRANSON,

EXECUTOR OF THE ESTATE OF BERNARD EDWARDS, DECEASED

ASSIGNEE:

WALLACE D. FRANSON

as TRUSTEE OF THE PORTIA EDWARDS TRUST

PORTION

ASSIGNED:

AN UNDIVIDED EIGHT AND ONE-THIRD PERCENT (8.333%)

OF THE COPYRIGHT OWNERSHIP

AN UNDIVIDED SIXTEEN AND TWO-THIRDS PERCENT (16.667%)

OF THE ADMINISTRATION RIGHTS

The Assignor hereby sells, assigns, transfers and sets over unto the Assignee the above-indicated portion of Assignor's right, title and interest in and to the musical compositions (or fractional shares thereof) listed on the annexed Schedule (the "Compositions"), including, but not limited to the worldwide copyrights in and to said compositions, their titles, and lyrics (including any renewals and/or extensions now or hereafter provided by law), reserving, however, the exclusive right to administer, control, use, exploit receive income from, and otherwise deal in and for said Compositions (or, in the Assignor's sole discretion, to authorize third parties to do so, in the Assignor's name and on Assignor's behalf, in whole or in part and throughout the world or in lesser territories) throughout the world in perpetuity in accordance with the terms and conditions of the Co-Publishing Agreement dated August 21, 1997 among the Assignor, Bambi Edwards, and Alexis Edwards and subject to a lien to secure the payment to Jess S. Morgan & Company, Inc. of 5% of the gross receipts from exploitation of such assigned rights in perpetuity.

The Assignor makes no warranties and/or representations with respect to the Assignor's ownership of the Compositions, it being understood and agreed that the aforesaid percentage applies only to such rights as the Assignor has acquired as Executor of the Estate of Bernard Edwards, Deceased.

Los Angeles, California
January \_\_/\_, 1999\_2000

WALLACE D. FRANSON (in his dual capacities)

w 21\_

**ASSIGNOR:** 

WALLACE D. FRANSON,

EXECUTOR OF THE ESTATE OF BERNARD EDWARDS, DECEASED

ASSIGNEE:

WALLACE D. FRANSON

as TRUSTEE OF THE LEAH EDWARDS TRUST

**PORTION** 

ASSIGNED:

AN UNDIVIDED EIGHT AND ONE-THIRD PERCENT (8.333%)

OF THE COPYRIGHT OWNERSHIP

AN UNDIVIDED SIXTEEN AND TWO-THIRDS PERCENT (16.667%)

OF THE ADMINISTRATION RIGHTS

The Assignor hereby sells, assigns, transfers and sets over unto the Assignee the above-indicated portion of Assignor's right, title and interest in and to the musical compositions (or fractional shares thereof) listed on the annexed Schedule (the "Compositions"), including, but not limited to the worldwide copyrights in and to said compositions, their titles, and lyrics (including any renewals and/or extensions now or hereafter provided by law), reserving, however, the exclusive right to administer, control, use, exploit receive income from, and otherwise deal in and for said Compositions (or, in the Assignor's sole discretion, to authorize third parties to do so, in the Assignor's name and on Assignor's behalf, in whole or in part and throughout the world or in lesser territories) throughout the world in perpetuity in accordance with the terms and conditions of the Co-Publishing Agreement dated August 21, 1997 among the Assignor, Bambi Edwards, and Alexis Edwards and subject to a lien to secure the payment to Jess S. Morgan & Company, Inc. of 5% of the gross receipts from exploitation of such assigned rights in perpetuity.

The Assignor makes no warranties and/or representations with respect to the Assignor's ownership of the Compositions, it being understood and agreed that the aforesaid percentage applies only to such rights as the Assignor has acquired as Executor of the Estate of Bernard Edwards, Deceased.

Los Angeles, California

January \_\_\_\_\_, <del>1999</del> 2000

ASSIGNOR:

WALLACE D. FRANSON,

EXECUTOR OF THE ESTATE OF BERNARD EDWARDS, DECEASED

ASSIGNEE:

WALLACE D. FRANSON

as TRUSTEE OF THE BERNARD EDWARDS, JR. TRUST

**PORTION** 

ASSIGNED:

AN UNDIVIDED EIGHT AND ONE-THIRD PERCENT (8.33%)

OF THE COPYRIGHT OWNERSHIP

AN UNDIVIDED SIXTEEN AND TWO-THIRDS PERCENT (16.67%)

OF THE ADMINISTRATION RIGHTS

The Assignor hereby sells, assigns, transfers and sets over unto the Assignee the above-indicated portion of Assignor's right, title and interest in and to the musical compositions (or fractional shares thereof) listed on the annexed Schedule (the "Compositions"), including, but not limited to the worldwide copyrights in and to said compositions, their titles, and lyrics (including any renewals and/or extensions now or hereafter provided by law), reserving, however, the exclusive right to administer, control, use, exploit receive income from, and otherwise deal in and for said Compositions (or, in the Assignor's sole discretion, to authorize third parties to do so, in the Assignor's name and on Assignor's behalf, in whole or in part and throughout the world or in lesser territories) throughout the world in perpetuity in accordance with the terms and conditions of the Co-Publishing Agreement dated August 21, 1997 among the Assignor, Bambi Edwards, and Alexis Edwards and subject to a lien to secure the payment to Jess S. Morgan & Company, Inc. of 5% of the gross receipts from exploitation of such assigned rights in perpetuity.

The Assignor makes no warranties and/or representations with respect to the Assignor's ownership of the Compositions, it being understood and agreed that the aforesaid percentage applies only to such rights as the Assignor has acquired as Executor of the Estate of Bernard Edwards, Deceased.

Los Angeles, California

Sac DD

ASSIGNOR:

WALLACE D. FRANSON,

AS TRUSTEE OF THE

BERNARD EDWARDS, JR. TRUST /

LEAH EDWARDS TRUST
PORTIA EDWARDS TRUST
MARK EDWARDS TRUST
DAVID EDWARDS TRUST
MICHAEL EDWARDS TRUST

ASSIGNEE:

THE BERNARD EDWARDS COMPANY, LLC

PORTION

ASSIGNED:

AN UNDIVIDED FIFTY PERCENT (50%) /

OF THE COPYRIGHT OWNERSHIP

ONE HUNDRED PERCENT (100%)
OF THE ADMINISTRATION RIGHTS

The Assignor hereby sells, assigns, transfers and sets over unto the Assignee the above-indicated portion of Assignor's right, title and interest in and to the musical compositions (or fractional shares thereof) listed on the annexed Schedule (the "Compositions"), including, but not limited to the worldwide copyrights in and to said compositions, their titles, and lyrics (including any renewals and/or extensions now or hereafter provided by law), AS WELL AS the exclusive right to administer, control, use, exploit receive income from, and otherwise deal in and for said Compositions (or, in the Assignor's sole discretion, to authorize third parties to do so, in the Assignor's name and on Assignor's behalf, in whole or in part and throughout the world or in lesser territories) throughout the world in perpetuity in accordance with the terms and conditions of the Co-Publishing Agreement dated August 21, 1997 among the Assignor (acting in his capacity as Executor of the Estate of Bernard Edwards, Deceased), Bambi Edwards, and Alexis Edwards and subject to a lien to secure the payment to Jess S. Morgan & Company, Inc. of 5% of the gross receipts from exploitation of such assigned rights in perpetuity.

The Assignor makes no warranties and/or representations with respect to the Assignor's ownership of the Compositions, it being understood and agreed that the aforesaid percentage

Assignment of Copyright
Wallace D. Franson -toThe Bernard Edwards Company, LLC
Page Two

applies only to such rights as the Assignor has acquired as Executor of the Estate of Bernard Edwards, Deceased.

Los Angeles, California
January Z 1999 2000

WALLACE D. FRANSON

Trustee

AGREED AND ACCEPTED:

THE BERNARD EDWARDS COMPANY, LLC

By: \ 07

# PAPA WAS A ROLLIN' STONE A/K/A PAPA WAS A ROLLING STONE

Registration of a Claim to Coputight
in a musical composition the author of which is a citizen or domiciliary of the United
States of America or which was lirst published in the United State of America

This is To Cartify that the statements set forth in this certificate have been made a part of the records of the topyright Office. In witness whereof the seal of the Copyright Office is hereto affixed.

FORM E REGISTRATION NO CLASS DO NOT WRITE HERE

NOT VALID WITHOUT COPYRIGHT OFFICE IMPRESSION SEAL

1. Copyright Claimential and Address(as):	AAAAAAAAA
STONE DIAMOND MUSIC CORPORATI	ON TIES
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2457 Woodward Avenue	Detrois, Michigan 48201
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3. Authors:	
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#### Information concerning copyright in musical compositions

When to Use Form E. Form E is appropriate for unpublished and published musical compositions by authors who are U.S. citizens or domiciliaries, and for musical compositions first published in the United States.

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Deposit occounts

What Is a "Musical Composition"? The term "musical composition" includes compositions consisting of music alone, or of words and music combined. It also includes arrangements and other versions of earlier compositions, if new copyrightable work of authorship has been added.

Song Lyrus Alone. The term "musical composition" does not include song poems and other works consisting of words without music. Works of that type are not registrable for copyright in unpublished form.

-Sound Recordings. Phonograph records, tape recordings, and other sound recordings are not regarded as "copies" of the musical compositions recorded on them, and are not acceptable for copyright registration. For purposes of deposit, the musical compositions should be written in some form of legible notation. If the composition contains words, they should be written above or beneath the notes to which they are sung.

Duration of Copyright. Statutory copyright begins on the date the work was tirst published, or, if the work was registered for copyright in unpublished form, copyright begins on the date of registration. In either case, copyright lasts for 28 years, and may be renewed for a second 28-year term.

#### Unpublished musical compositions

How to Register a Claim. To obtain copyright registration, mail to the Register of Copyrights, Library of Congress, Washington, D.C. 20540, one complete copy of the musical composition, an application Form E, properly completed and signed, and a fee of \$6. Manuscripts are not returned so do not send your only copy.

Procedure to Follow if Work Is Later Published. If the work is later reproduced in copies and published, it is necessary to make a second registration, following the procedure outlined below. To maintain copyright protection, all copies of the published edition must contain a copyright notice in the required form and position.

#### Published musical compositions

What Is "Publication"? Publication, generally, means the sale, placing on sale, or public distribution of copies. Limited distribution of so-called "professional" copies ordinarily would not constitute publication. However, since the dividing line between a preliminary distribution and acroal publication may be difficult to determine, it is wise for the author to affix notice of copyright to copies that are to be circulated beyond his control.

How to Secure Copyright in a Published Musical Composition:

- 1. Produce copies with copyright notice, by printing or ather means of reproduction.
  2. Publish the work.
- 3. Register the copyright claim, following the instructions

en page I of this form,
The Copyright Notice. In order to secure and maintain copyright protection for a published work, it is essential that

all copies published in the United States contain the statutory copyright notice. This notice shall appear on the title page of first page of music and musi consist of three elements.

- or first page of music and music consist of three elements.

  1. The word "Copyright," the abbreviation "Copyright symbol (c). Use of the symbol (c) may result in securing copyright in countries which are parties to the Universal Copyright Convention.
- 2. The year date of publication. This is ordinarily the date when copies were first placed on sale, sold, or publicly distributed. However, if the work has been registered for copyright in unpublished form, the notice should contain the year of registration; or, if there is new copyrightable matter in the published version, it should include both dates.

3. The name of the copyright owner (ar owners). Example:

NOTE: If copies are published without the required notice the right to secure copyright is lust and cannot be restored.

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PAPA WAS A ROLLING STONE



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Papa Way A Rolling Stone 5/2

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Papa Was A Rolling Stone 5/3



Papa Wes A Rolling Stone 5.4



Papa Was A Rolling Stone 8/8



AGREEMENT made on November 16, 2005 between BROADCAST MUSIC, INC. ("BMI"), a New York corporation, whose address is 320 West 57th Street, New York, N.Y. 10019-3790 and Stone Diamond Music Corporation, a Michigan corporation ("Publisher"), whose address is c/o EMI Music Publishing, 810 Seventh Avenue, 36<sup>th</sup> Floor, New York, NY 10019-5818

#### WITNESSETH:

- 1. The term of this agreement shall be the period from April 1, 2005 to December 31, 2008, and continuing thereafter for additional periods of five (5) years each unless terminated by either party at the end of said initial period or any additional period, upon notice sent by registered, certified or Express mail, or other sending method that requires that the date that the item is sent be recorded by the courier (e.g., overnight mail or messenger service), not more than six (6) months or less than three (3) months prior to the end of any such period.
  - 2. As used in this agreement, the word "Work" or "Works" shall mean:
- A. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, now owned or copyrighted by Publisher or in which Publisher owns or controls performing rights, and
- B. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, in which hereafter during the term Publisher acquires ownership of copyright or ownership or control of the performing rights, from and after the date of the acquisition by Publisher of such ownership or control.
- 3. Except as otherwise provided herein, Publisher hereby sells, assigns and transfers to BMI, its successors or assigns, for the term of this agreement:
- A. All the rights which Publisher owns or acquires publicly to perform, and to license others to perform, anywhere in the world, in any and all places and in any and all media, now known or which hereafter may be developed, any part or all of the Works.
- B. The non-exclusive right to record, and to license others to record, any part or all of any of the Works on electrical transcriptions, wire, tape, film or otherwise, but only for the purpose of performing such Work publicly by means of radio and television or for archive or audition purposes. This right does not include recording for the purpose of sale to the public or for the purpose of synchronization (1) with motion pictures intended primarily for theatrical exhibition or (2) with programs distributed by means of syndication to broadcasting stations, cable systems or other similar distribution outlets.
- C. The non-exclusive right to adapt or arrange any part or all of any of the Works for performance purposes, and to license others to do so.
  - 4. Notwithstanding the provisions of subparagraph A of paragraph 3 hereof:
- A. The rights granted to BMI by said subparagraph A shall not include the right to perform or license the performance of more than one song or aria from a dramatic or dramatico-musical work which is an opera,

Case 2:19-cv-02637-DRH-AKT Document 29-8 Filed 07/10/20 Page 151 of 176 PageID #:

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operetta or musical show or more than five (5) minutes from a dramatic or dramatico-musical work which is a ballet, if such performance is accompanied by the dramatic action, costumes or scenery of that dramatic or dramatic or dramatico-musical work.

2:

- B. Publisher, together with all the writers and co-publishers, if any, shall have the right jointly, by written notice to BMI, to exclude from the grant made by subparagraph A of paragraph 3 hereof performances of Works comprising more than thirty (30) minutes of a dramatic or dramatico-musical work, but this right shall not apply to such performances from (1) a score originally written for or performed as part of a theatrical or television film, (2) a score originally written for or performed as part of a radio or television program, or (3) the original cast, sound track or similar album of a dramatic or dramatico-musical work.
- C. Publisher, the writers and/or co-publishers, if any, retain the right to issue non-exclusive licenses for performances of a Work or Works in the United States, its territories and possessions (other than to another performing rights licensing organization), provided that within ten (10) days of the issuance of such license or within three (3) months of the performance of the Work or Works so licensed, whichever is earlier, BMI is given written notice thereof and a copy of the license is supplied to BMI.

A. As full consideration for all rights granted to BMI hereunder and as security therefor, BMI agrees to make the following payments to Publisher with respect to each of the Works in which BMI has performing rights:

(1) For radio and television performances of Works in the United States, its territories and possessions, BMI will pay amounts calculated pursuant to BMI's then standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. The number of performances for which Publisher shall be entitled to payment shall be estimated by BMI in accordance with its then current system of computing the number of such performances.

Publisher acknowledges that BMI licenses performances of the Works of its affiliates by means other than on radio and television, but that unless and until such time as methods are adopted for tabulation of and payment for such performances, payment will be based solely on performances in those media and locations then currently surveyed. In the event that during the term of this agreement BMI shall establish a system of separate payment for performances by means other than radio and television, BMI shall pay Publisher upon the basis of the then current performance rates generally paid by BMI to its other affiliated publishers for similar performances of similar compositions.

- (2) For performances of Works outside of the United States, its territories and possessions, BMI will pay to Publisher monies received by BMI in the United States from any performing rights licensing organization which are designated by such organization as the publisher's share of foreign performance royalties earned by any of the Works after the deduction of BMI's then current handling charge applicable to its affiliated publishers and in accordance with BMI's then standard practices of payment for such performances.
- (3) In the case of Works which, or rights in which, are owned by Publisher jointly with one or more other publishers, the sum payable to Publisher under this subparagraph A shall be a pro rata share determined on the basis of the number of publishers, unless BMI shall have received from Publisher a copy of an agreement or other document signed by all of the publishers providing for a different division of payment.
- B. Notwithstanding the provisions of subparagraph A of this paragraph 5, BMI shall have no obligation to make payment hereunder with respect to (1) any performance of a Work which occurs prior to the date on which BMI shall have received from Publisher all of the material with respect to such Work referred to in subparagraph A of paragraph 12 hereof, and in the case of foreign performances, the information referred to in subparagraph B of paragraph 16 hereof, or (2) any performance of a Work as to which a direct license as described in subparagraph C of paragraph 4 hereof has been granted by Püblisher, its co-publishers or the writers, or (3) any performance for which no license fees shall be collected by BMI, or (4) any performance of a Work which Publisher claims was either omitted from or miscalculated on a royalty statement and for which BMI shall not have received written notice from Publisher of such claimed omission or miscalculation within nine (9) months of the date of the royalty distribution seeking to be adjusted.
- 6. In accordance with BMI's then current standard practices, BMI will furnish periodic statements to Publisher during each year of the term showing the monies due pursuant to subparagraph A of paragraph 5 hereof.

P800 Page 3 of 10

Each such statement shall be accompanied by payment of the sum thereby shown to be due to Publisher, subject to all proper deductions, if any, for taxes, advances or amounts due to BMI from Publisher.

7.

- A. Nothing in this agreement requires BMI to continue to license the Works subsequent to the termination of this agreement. In the event that BMI continues to license Publisher's interest in any Work, however, BMI shall continue to make payments to Publisher for such Work for so long as Publisher does not make or purport to make directly or indirectly any grant of performing rights in such Work to any other licensing organization. The amounts of such payments shall be calculated pursuant to BMI's then current standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. Publisher agrees to notify BMI by registered or certified mail of any grant or purported grant by Publisher directly or indirectly of performing rights to any other performing rights organization within ten (10) days from the making of such grant or purported grant and if Publisher fails so to inform BMI thereof and BMI makes payments to Publisher for any period after the making of any such grant or purported grant, Publisher agrees to repay to BMI all amounts so paid by BMI promptly with or without demand by BMI. In addition, if BMI inquires of Publisher by registered or certified mail, addressed to Publisher's last known address, whether Publisher has made any such grant or purported grant and Publisher fails to confirm to BMI by registered or certified mail within thirty (30) days of the mailing of such inquiry that Publisher has not made any such grant or purported grant, BMI may, from and after such date, discontinue making any payments to Publisher.
- B. BMI's obligation to continue payment to Publisher after the termination of this agreement for performances outside of the United States, its territories and possessions, of Works which BMI continues to license after such termination shall be dependent upon BMI's receipt in the United States of payments designated by foreign performing rights licensing organizations as the publisher's share of foreign performance royalties earned by the Works. Payment of such foreign royalties shall be subject to deduction of BMI's then current handling charge applicable to its affiliated publishers and shall be in accordance with BMI's then standard practices of payment for such performances.
- 8. In the event that BMI has reason to believe that Publisher will receive, or is entitled to receive, or is receiving payment from a performing rights licensing organization other than BMI for or based on United States performances of one or more of the Works during a period when such Works were licensed by BMI pursuant to this agreement, BMI shall have the right to withhold payment for such performances from Publisher until receipt of evidence satisfactory to BMI that Publisher was not or will not be so paid by such other organization. In the event that Publisher was or will be so paid or does not supply such evidence within twelve (12) months from the date of BMI's request therefor, BMI shall be under no obligation to make any payment to Publisher for performances of such Works during such period.

9.

- A. In the event that this agreement shall terminate at a time when, after crediting all earnings reflected by statements rendered to Publisher prior to the effective date of such termination, there remains an unearned balance of advances paid to Publisher by BMI or any other indebtedness owed to BMI by Publisher, such termination shall not be effective until the close of the calendar quarterly period during which (1) Publisher shall repay such unearned balance of advances or indebtedness, or (2) Publisher shall notify BMI by registered or certified mail that Publisher has received a statement rendered by BMI at its normal accounting time showing that such unearned balance of advances or indebtedness has been fully recouped by BMI.
- B. Ale terminended the agreement evaluatement endicented entities and them as the consistent entitle entities and the consistent entities and the consistent entities and the consistent entities and the consistent entities and consistent entitles and consistent entities and consistent entities and consistent entitles and consistent entitles
- 10. Notwithstanding the termination of this agreement, all of the terms and conditions of this agreement shall continue to apply subsequent to such termination with respect to any Works which was continue to be licensed by BMI and any monies payable to Publisher by BMI pursuant to the provisions of this agreement.

11.

A. BMI shall have the right, upon written notice to Publisher, to exclude from this agreement, at any time, any Work which in BMI's opinion is similar to a previously existing composition and might constitute a copyright infringement, or has a title or music or lyric similar to that of a previously existing composition and might lead to a claim of unfair competition.

- B. In the case of Works which in the opinion of BMI are based on compositions in the public domain, BMI shall have the right, at any time, upon written notice to Publisher, either (1) to exclude any such Work from this agreement, or (2) to classify any such Work as entitled to receive only a stated fraction of the full credit that would otherwise be given for performances thereof.
- C. In the event that any Work is excluded from this agreement pursuant to subparagraph A or B of this paragraph 11, or pursuant to subparagraph C of paragraph 14 hereof, all rights of BMI in such Work shall automatically revert to Publisher ten (10) days after the date of the notice of such exclusion given by BMI to Publisher. In the event that a Work is classified for less than full credit under subparagraph B (2) of this paragraph 11, Publisher shall have the right, by giving notice to BMI within ten (10) days after the date of BMI's notice to Publisher of the credit allocated to such Work, to terminate all rights in such Work granted to BMI herein and all such rights of BMI in such Work shall thereupon revert to Publisher.

12.

- A. With respect to each of the Works which has been or shall be published or recorded commercially or synchronized with motion picture or television film or tape or which Publisher considers likely to be performed, Publisher agrees to furnish to BMI:
- (1) A completed work registration form available in blank from BMI, unless a cue sheet with respect to such Work is furnished pursuant to subparagraph A (3) of this paragraph 12.
- (2) If such Work is based on a composition in the public domain, a legible lead sheet or other written or printed copy of such Work setting forth the lyrics, if any, and music correctly metered; provided that with respect to all other Works, such copy need be furnished only if requested by BMI pursuant to subsection (b) of subparagraph D (2) of this paragraph 12.
- (3) If such Work has been or shall be synchronized with or otherwise used in connection with motion picture or television film or tape, a cue sheet showing the title, writers, publisher and nature and duration of the use of the Work in such film or tape.
- B. Publisher shall submit the material described in subparagraph A of this paragraph 12 with respect to Works heretofore published, recorded or synchronized within ten (10) days after the execution of this agreement and with respect to any of the Works hereafter so published, recorded, synchronized or likely to be performed prior to the date of publication or release of the recording, film or tape or anticipated performance.
- C. The submission of each work registration form or cue sheet shall constitute a warranty and representation by Publisher that all of the information contained thereon is true and correct and that no performing rights in any of the Works listed thereon have been granted to or reserved by others except as specifically set forth therein.

### D. Publisher agrees:

(1) To secure and maintain copyright protection of the Works pursuant to the Copyright Law of the United States and pursuant to the laws of such other nations of the world where such protection is afforded; and to give BMI, upon request, prompt written notice of the date and number of copyright registration and/or renewal of each Work registered in the United States Copyright Office.

### (2) At BMI's request:

- (a) To register each unpublished and published Work in the United States Copyright Office pursuant to the Copyright Law of the United States.
- (b) To obtain and deliver to BMI copies of: unpublished and published Works, including any commercial recording of such Works; copyright registration and/or renewal certificates issued by the United States Copyright Office; any agreements, assignments, instruments or documents of any kind by which Publisher obtained the right to publicly perform and/or the right to publish, co-publish or sub-publish and/or the right to administer the performing rights in and/or collect the royalties for any of the Works.
- E. Publisher agrees to give BMI prompt notice by registered or certified mail in each instance when, pursuant to the Copyright Law of the United States, (1) the rights granted to BMI by Publisher in any Work shall revert to the writer's representative, or (2) copyright protection of any Work shall terminate.

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### 13. Publisher warrants and represents that:

- A. Publisher has the right to enter into this agreement; Publisher is not bound by any prior commitments which conflict with its undertakings herein; the rights granted by Publisher to BMI herein are the sole and exclusive property of Publisher and are free from all adverse encumbrances and claims; and exercise of such rights will not constitute infringement of copyright or violation of any right of, or unfair competition with, any person, firm, corporation or association.
- B. Except with respect to Works in which the possession of performing rights by another person, firm, corporation or association is specifically set forth on a work registration form or cue sheet submitted to BMI pursuant to subparagraph A of paragraph 12 hereof, Publisher has performing rights in each of the Works by virtue of written grants thereof to Publisher signed by the authors and composers or other owners of such Work.

4

- A. Publisher agrees to defend, indemnify, save and hold BMI, its licensees, the advertisers of its licensees and their respective agents, servants and employees, free and harmless from and against any and all demands, loss, damage, suits, judgments, recoveries and costs, including counsel fees, resulting from any claim of whatever nature arising from or in connection with the exercise of any of the rights granted by Publisher in this agreement; provided, however, that the obligations of Publisher under this paragraph 14 shall not apply to any matter added to, or changes made in, any Work by BMI or its licensees.
- B. Upon the receipt by BMI or any of the other parties herein indemnified of any notice, demand, process, papers, writ or pleading, by which any such claim, demand, suit or proceeding is made or commenced against them, or any of them, which Publisher shall be obliged to defend hereunder, BMI shall, as soon as may be practicable, give Publisher notice thereof and deliver to Publisher such papers or true copies thereof, and BMI shall have the right to participate and direct such defense on behalf of BMI and/or its licensees by counsel of its own choice, at its own expense. Publisher agrees to cooperate with BMI in all such matters.
- C. In the event of such notification of claim or service of process on any of the parties herein indemnified, BMI shall have the right, from the date thereof, to withhold payment of all sums which may become due pursuant to this agreement or any modification thereof and/or to exclude the Work with respect to which a claim is made from this agreement until receipt of satisfactory written evidence that such claim has been withdrawn, settled or adjudicated.
- 15. Publisher makes, constitutes and appoints BMI, or its nominee, Publisher's true and lawful attorney, irrevocably during the term hereof, in the name of BMI or that of its nominee, or in Publisher's name, or otherwise, in BMI's sole judgment, to do all acts, take all proceedings, and execute, acknowledge and deliver any and all instruments, papers, documents, process or pleadings that, in BMI's sole judgment, may be necessary, proper or expedient to restrain infringement of and/or to enforce and protect the rights granted by Publisher hereunder, and to recover damages in respect of or for the infringement or other violation of said rights, and in BMI's sole judgment to join Publisher and/or others in whose names the copyrights to any of the Works may stand, and to discontinue, compromise or refer to arbitration, any such actions or proceedings or to make any other disposition of the disputes in relation to the Works; provided that any action or proceeding commenced by BMI pursuant to the provisions of this paragraph 15 shall be at its sole expense and for its sole benefit. Notwithstanding the foregoing, nothing in this paragraph 15 requires BMI to take any proceeding or other action against any person, firm, partnership or other entity or any writer or publisher, whether or not affiliated with BMI, who Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder. In addition, Publisher understands and agrees that the licensing by BMI of any musical compositions which Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder shall not constitute an infringement of Publisher's Works on BMI's part.

16.

A. It is acknowledged that BMI has heretofore entered into, and may during the term of this agreement enter into, contracts with performing rights licensing organizations for the licensing of public performing rights controlled by BMI in territories outside of the United States, its territories and possessions (herein called "Foreign Territories"). Upon Publisher's written request, BMI agrees to permit Publisher to grant performing rights in any or all of the Works for any Foreign Territory for which, at the time such request is received, BMI has not entered into any such contract with a performing rights licensing organization; provided, however, that any such grant of performing rights by Publisher shall terminate at such time when BMI shall have entered into such a contract with a performing rights licensing organization covering such Foreign Territory and shall have notified Publisher thereof. Nothing herein contained, however, shall be deemed to restrict Publisher from assigning to its foreign publisher or representative the right to collect a part or all of the publishers' performance royalties earned by

P800 Page 6 of 10

any or all of the Works in any Foreign Territory as part of an agreement for the publication, exploitation or representation of such Works in such territory, whether or not BMI has entered into such a contract with a performing rights licensing organization covering such territory.

3.

- B. Publisher agrees to notify BMI promptly in writing in each instance when publication, exploitation or other rights in any or all of the Works are granted for any Foreign Territory. Such notice shall set forth the title of the Work, the Foreign Territory or Territories involved, the period of such grant, the name of the person, firm, corporation or association entitled to collect performance royalties earned in the Foreign Territory and the amount of such share. Within ten (10) days after the execution of this agreement Publisher agrees to submit to BMI, in writing, a list of all Works as to which Publisher has, prior to the effective date of this agreement, granted to any person, firm, corporation or association performing rights and/or the right to collect publisher performance royalties earned in any Foreign Territory.
  - 17. BMI shall have the right, in its sole discretion, to terminate this agreement if:
- A. Publisher, its agents, employees, representatives or affiliated companies, directly or indirectly during the term of this agreement:
- (1) Solicits or accepts payment from or on behalf of authors for composing music for lyrics, or from or on behalf of composers for writing lyrics to music.
- (2) Solicits or accepts music and/or lyrics from composers or authors in consideration of any payments to be made by or on behalf of such composers or authors for reviewing, arranging, promotion, publication, recording or any other services connected with the exploitation of any composition.
- (3) Permits Publisher's name, or the fact of its affiliation with BMI, to be used by any other person, firm, corporation or association engaged in any of the practices described in subparagraphs  $\Lambda$  (1) and  $\Lambda$  (2) of this paragraph 17.
- (4) Submits to BMI, as one of the Works to come within this agreement, any musical composition with respect to which any payments described in subparagraphs A (I) and A (2) of this paragraph 17 have been made by or on behalf of a composer or author to any person, firm, corporation or association.
- B. Publisher, its agents, employees or representatives directly or indirectly during the term of this agreement makes any effort to ascertain from, or offers any inducement or consideration to, anyone, including but not limited to any radio or television licensee of BMI or to the agents, employees or representatives of BMI or of any such licensee, for information regarding the time or times when any such BMI licensee is to report its performances to BMI, or to attempt in any way to manipulate performances or affect the representative character or accuracy of BMI's system of sampling or monitoring performances.
- C. Publisher fails to notify BMI's Department of Writer/Publisher Administration promptly in writing of any change of firm name, ownership or address of Publisher.

In the event BMI exercises its right to terminate this agreement pursuant to the provisions of subparagraphs A, B or C of this paragraph 17, BMI shall give Publisher at least thirty (30) days' notice by registered or certified mail of such termination. In the event of such termination, no payments shall be due to Publisher pursuant to paragraph 7 hereof.

- 18. In the event that during the term of this agreement (1) mail addressed to Publisher at the last address furnished by Publisher pursuant to paragraph 22 shall be returned by the post office, or (2) monies shall not have been earned by Publisher pursuant to paragraph 5 hereof for a period of two consecutive years or more, or (3) the proprietor, if Publisher is a sole proprietorship, shall die, BMI shall have the right to terminate this agreement on at least thirty (30) days' notice by registered or certified mail, electronic mail ("e-mail") or facsimile number addressed to the last postal or electronic address or transmitted to the last facsimile number furnished by Publisher in writing to BMI's Department of Writer/Publisher Administration and, in the case of the death of a sole proprietor, to the representative of said proprietor's estate, if known to BMI. If Publisher failed to maintain a current address with BMI and BMI has made reasonable good-faith efforts in attempting to locate Publisher without success, BMI shall have the right to terminate this agreement pursuant to this paragraph 18 by regular first-class U.S. mail, in lieu of the means otherwise specified, regardless of anything in paragraph 17 to the contrary. In the event of such termination, no payments shall be due Publisher pursuant to paragraph 7 hereof.
- 19. Publisher acknowledges that the rights obtained by it pursuant to this agreement constitute rights to payment of money and that during the term BMI shall hold title to the performing rights granted to BMI hereunder. In the event that during the term Publisher shall file a petition in bankruptcy, such a petition shall be filed against

P800 Page 7 of 10

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Publisher, Publisher shall make an assignment for the benefit of creditors, Publisher shall consent to the appointment of a receiver or trustee for all or part of its property, Publisher shall file a petition for corporate reorganization or arrangement under the United States bankruptcy laws, or Publisher shall institute or shall have instituted against it any other insolvency proceeding under the United States bankruptcy laws or any other applicable law, or, in the event Publisher is a partnership, all of the general partners of said partnership shall be adjudged bankrupts, BMI shall retain title to the performing rights in all Works the rights to which are granted to BMI hereunder and shall subrogate Publisher's trustee in bankruptcy or receiver and any subsequent purchasers from them to Publisher's right to payment of money for said Works in accordance with the terms and conditions of this agreement.

- 20. All disputes of any kind, nature or description arising in connection with the terms and conditions of this agreement shall be submitted to the American Arbitration Association in New York, New York, for arbitration under its then prevailing rules, the arbitrator(s) to be selected as follows: Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon the third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and shall include the fixing of the costs, expenses and reasonable attorneys' fees of arbitration, which shall be borne by the unsuccessful party. Judgment may be entered in New York State Supreme Court or any other court having jurisdiction.
- 21. Publisher agrees that it shall not, without the written consent of BMI, assign any of its rights hereunder. No rights of any kind against BMI will be acquired by the assignee if any such purported assignment is made by Publisher without such written consent.
- 22. Publisher agrees to notify BMI's Department of Writer/Publisher Administration promptly in writing of any change in Publisher's postal or electronic ("e-mail") address, or facsimile number. Any notice sent to Publisher pursuant to the terms of this agreement shall be valid if addressed to Publisher at the last postal or electronic address or facsimile number so furnished by Publisher.
- 23. This agreement shall be subject to BMI's standard practices and procedures which are in effect as of the effective date of this agreement and as they may be modified and/or supplemented from time to time.
- 24. Publisher acknowledges that the relationship between BMI and Publisher which is created by this agreement is one of ordinary contracting parties and is not intended to be a fiduciary relationship with respect to any of the rights or obligations hereunder.
- 25. Publisher authorizes the inclusion of Publisher's name, likeness and biographical information, and those of Publisher's executive employees, in publicly-distributed material relating to Publisher's association with BMI.
- 26. This agreement constitutes the entire agreement between BMI and Publisher, cannot be changed except in a writing signed by BMI and Publisher and shall be governed and construed pursuant to the laws of the State of New York.
- 27. In the event that any part or parts of this agreement are found to be void by a court of competent jurisdiction, the remaining part or parts shall nevertheless be binding with the same force and effect as if the void part or parts were deleted from this agreement.
- 28. Any prior agreements, as modified, between Publisher and BMI are canceled and superseded as of the effective date of this agreement. All works that were embraced by any prior agreement between Publisher and BMI and in which no other licensing organization controls Publisher's performing right interest shall be deemed embraced by this agreement. Any uncarned balance of advances previously paid to Publisher by BMI or unpaid indebtedness owed to BMI by Publisher shall be deemed to be recoupable by BMI from any monies which become payable to Publisher pursuant to this agreement and any extensions, renewals or modifications. If Publisher has acquired the works of the former BMI affiliate who is indicated on the attached terminated agreement, then all works which were embraced by that agreement and in which no other licensing organization controls the performing right interest shall be deemed embraced by this agreement. Any unearned balance of advances previously paid to said former affiliate by BMI or unpaid indebtedness owed by said former affiliate to BMI shall be deemed to be recoupable by BMI from any monies which become payable to Publisher pursuant to this agreement and any extensions, renewals or modifications.

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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

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AGREEMENT made on February 25, 2004, between BROADCAST MUSIC, INC. ("BMI"), a New York corporation, whose address is 320 West 57th Street, New York, N.Y. 10019-3790 and Warner-Tamerlane Publishing Corp., a California corporation ("Publisher"), whose address is c/o Warner Chappell Music, Inc., 10585 Santa Monica Boulevard, Los Angeles, CA 90025.

#### WITNESSETH:

- 1. The term of this agreement shall be the period from April 1, 2004 to March 31, 2007, and continuing thereafter for additional periods of three (3) years each unless terminated by either party at the end of said initial period or any additional period, upon notice sent by registered, certified or Express mail, or other sending method that requires that the date that the item is sent be recorded by the courier (e.g., overnight mail or messenger service), not more than six (6) months or less than three (3) months prior to the end of any such period.
  - 2. As used in this agreement, the word "Work" or "Works" shall mean:
- A. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, now owned or copyrighted by Publisher or in which Publisher owns or controls performing rights, and
- B. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, in which hereafter during the term Publisher acquires ownership of copyright or ownership or control of the performing rights, from and after the date of the acquisition by Publisher of such ownership or control.
- 3. Except as otherwise provided herein, Publisher hereby sells, assigns and transfers to BMI, its successors or assigns, for the term of this agreement:
- A. All the rights which Publisher owns or acquires publicly to perform, and to license others to perform, anywhere in the world, in any and all places and in any and all media, now known or which hereafter may be developed, any part or all of the Works.
- B. The non-exclusive right to record, and to license others to record, any part or all of any of the Works on electrical transcriptions, wire, tape, film or otherwise, but only for the purpose of performing such Work publicly by means of radio and television or for archive or audition purposes. This right does not include recording for the purpose of sale to the public or for the purpose of synchronization (1) with motion pictures intended primarily for theatrical exhibition or (2) with programs distributed by means of syndication to broadcasting stations, cable systems or other similar distribution outlets.
- C. The non-exclusive right to adapt or arrange any part or all of any of the Works for performance purposes, and to license others to do so.
  - 4. Notwithstanding the provisions of subparagraph A of paragraph 3 hereof:
- A. The rights granted to BMI by said subparagraph A shall not include the right to perform or license the performance of more than one song or aria from a dramatic or dramatico-musical work which is an opera,

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operetta or musical show or more than five (5) minutes from a dramatic or dramatico-musical work which is a ballet, if such performance is accompanied by the dramatic action, costumes or scenery of that dramatic or dramatico-musical work.

- B. Publisher, together with all the writers and co-publishers, if any, shall have the right jointly, by written notice to BMI, to exclude from the grant made by subparagraph A of paragraph 3 hereof performances of Works comprising more than thirty (30) minutes of a dramatic or dramatico-musical work, but this right shall not apply to such performances from (1) a score originally written for or performed as part of a theatrical or television film, (2) a score originally written for or performed as part of a radio or television program, or (3) the original cast, sound track or similar album of a dramatic or dramatico-musical work.
- C. Publisher, the writers and/or co-publishers, if any, retain the right to issue non-exclusive licenses for performances of a Work or Works in the United States, its territories and possessions (other than to another performing rights licensing organization), provided that within ten (10) days of the issuance of such license or within three (3) months of the performance of the Work or Works so licensed, whichever is earlier, BMI is given written notice thereof and a copy of the license is supplied to BMI.
- A. As full consideration for all rights granted to BMI hereunder and as security therefor, BMI agrees to make the following payments to Publisher with respect to each of the Works in which BMI has performing rights:
- (1) For radio and television performances of Works in the United States, its territories and possessions, BMI will pay amounts calculated pursuant to BMI's then standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. The number of performances for which Publisher shall be entitled to payment shall be estimated by BMI in accordance with its then current system of computing the number of such performances.

Publisher acknowledges that BMI licenses performances of the Works of its affiliates by means other than on radio and television, but that unless and until such time as methods are adopted for tabulation of and payment for such performances, payment will be based solely on performances in those media and locations then currently surveyed. In the event that during the term of this agreement BMI shall establish a system of separate payment for performances by means other than radio and television, BMI shall pay Publisher upon the basis of the then current performance rates generally paid by BMI to its other affiliated publishers for similar performances of similar compositions.

- (2) For performances of Works outside of the United States, its territories and possessions, BMI will pay to Publisher monies received by BMI in the United States from any performing rights licensing organization which are designated by such organization as the publisher's share of foreign performance royalties earned by any of the Works after the deduction of BMI's then current handling charge applicable to its affiliated publishers and in accordance with BMI's then standard practices of payment for such performances.
- (3) In the case of Works which, or rights in which, are owned by Publisher jointly with one or more other publishers, the sum payable to Publisher under this subparagraph A shall be a pro rata share determined on the basis of the number of publishers, unless BMI shall have received from Publisher a copy of an agreement or other document signed by all of the publishers providing for a different division of payment.
- B. Notwithstanding the provisions of subparagraph A of this paragraph 5, BMI shall have no obligation to make payment hereunder with respect to (1) any performance of a Work which occurs prior to the date on which BMI shall have received from Publisher all of the material with respect to such Work referred to in subparagraph A of paragraph 12 hereof, and in the case of foreign performances, the information referred to in subparagraph B of paragraph 16 hereof, or (2) any performance of a Work as to which a direct license as described in subparagraph C of paragraph 4 hereof has been granted by Publisher, its co-publishers or the writers, or (3) any performance for which no license fees shall be collected by BMI, or (4) any performance of a Work which Publisher claims was either omitted from or miscalculated on a royalty statement and for which BMI shall not have received written notice from Publisher of such claimed omission or miscalculation within nine (9) months of the date of the royalty distribution seeking to be adjusted.
- 6. In accordance with BMI's then current standard practices, BMI will furnish periodic statements to Publisher during each year of the term showing the monies due pursuant to subparagraph A of paragraph 5 hereof.

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Each such statement shall be accompanied by payment of the sum thereby shown to be due to Publisher, subject to all proper deductions, if any, for taxes, advances or amounts due to BMI from Publisher.

7

- A. Nothing in this agreement requires BMI to continue to license the Works subsequent to the termination of this agreement. In the event that BMI continues to license Publisher's interest in any Work, however, BMI shall continue to make payments to Publisher for such Work for so long as Publisher does not make or purport to make directly or indirectly any grant of performing rights in such Work to any other licensing organization. The amounts of such payments shall be calculated pursuant to BMI's then current standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. Publisher agrees to notify BMI by registered or certified mail of any grant or purported grant by Publisher directly or indirectly of performing rights to any other performing rights organization within ten (10) days from the making of such grant or purported grant and if Publisher fails so to inform BMI thereof and BMI makes payments to Publisher for any period after the making of any such grant or purported grant, Publisher agrees to repay to BMI all amounts so paid by BMI promptly with or without demand by BMI. In addition, if BMI inquires of Publisher by registered or certified mail, addressed to Publisher's last known address, whether Publisher has made any such grant or purported grant and Publisher fails to confirm to BMI by registered or certified mail within thirty (30) days of the mailing of such inquiry that Publisher has not made any such grant or purported grant, BMI may, from and after such date, discontinue making any payments to Publisher.
- B. BMI's obligation to continue payment to Publisher after the termination of this agreement for performances outside of the United States, its territories and possessions, of Works which BMI continues to license after such termination shall be dependent upon BMI's receipt in the United States of payments designated by foreign performing rights licensing organizations as the publisher's share of foreign performance royalties earned by the Works. Payment of such foreign royalties shall be subject to deduction of BMI's then current handling charge applicable to its affiliated publishers and shall be in accordance with BMI's then standard practices of payment for such performances.
- 8. In the event that BMI has reason to believe that Publisher will receive, or is entitled to receive, or is receiving payment from a performing rights licensing organization other than BMI for or based on United States performances of one or more of the Works during a period when such Works were licensed by BMI pursuant to this agreement, BMI shall have the right to withhold payment for such performances from Publisher until receipt of evidence satisfactory to BMI that Publisher was not or will not be so paid by such other organization. In the event that Publisher was or will be so paid or does not supply such evidence within twelve (12) months from the date of BMI's request therefor, BMI shall be under no obligation to make any payment to Publisher for performances of such Works during such period.

9

- A. In the event that this agreement shall terminate at a time when, after crediting all earnings reflected by statements rendered to Publisher prior to the effective date of such termination, there remains an unearned balance of advances paid to Publisher by BMI or any other indebtedness owed to BMI by Publisher, such termination shall not be effective until the close of the calendar quarterly period during which (1) Publisher shall repay such unearned balance of advances or indebtedness, or (2) Publisher shall notify BMI by registered or certified mail that Publisher has received a statement rendered by BMI at its normal accounting time showing that such unearned balance of advances or indebtedness has been fully recouped by BMI.
- B. The termination of this agreement shall be deemed subject to any rights or obligations existing between BMI and its licensees under licenses then in effect. As a result thereof, notwithstanding such termination, BMI shall have the right to continue to license all of Publisher's Works in all places and in all media with respect to which such licenses exist as of the date of termination, until such licenses expire.
- 10. Notwithstanding the termination of this agreement, all of the terms and conditions of this agreement shall continue to apply subsequent to such termination with respect to any Works which may continue to be licensed by BMI and any monies payable to Publisher by BMI pursuant to the provisions of this agreement.

11

A. BMI shall have the right, upon written notice to Publisher, to exclude from this agreement, at any time, any Work which in BMI's opinion is similar to a previously existing composition and might constitute a copyright infringement, or has a title or music or lyric similar to that of a previously existing composition and might lead to a claim of unfair competition.

- B. In the case of Works which in the opinion of BMI are based on compositions in the public domain, BMI shall have the right, at any time, upon written notice to Publisher, either (1) to exclude any such Work from this agreement, or (2) to classify any such Work as entitled to receive only a stated fraction of the full credit that would otherwise be given for performances thereof.
- C. In the event that any Work is excluded from this agreement pursuant to subparagraph A or B of this paragraph 11, or pursuant to subparagraph C of paragraph 14 hereof, all rights of BMI in such Work shall automatically revert to Publisher ten (10) days after the date of the notice of such exclusion given by BMI to Publisher. In the event that a Work is classified for less than full credit under subparagraph B (2) of this paragraph 11, Publisher shall have the right, by giving notice to BMI within ten (10) days after the date of BMI's notice to Publisher of the credit allocated to such Work, to terminate all rights in such Work granted to BMI herein and all such rights of BMI in such Work shall thereupon revert to Publisher.

12.

- A. With respect to each of the Works which has been or shall be published or recorded commercially or synchronized with motion picture or television film or tape or which Publisher considers likely to be performed, Publisher agrees to furnish to BMI:
- (1) A completed work registration form available in blank from BMI, unless a cue sheet with respect to such Work is furnished pursuant to subparagraph A (3) of this paragraph 12.
- (2) If such Work is based on a composition in the public domain, a legible lead sheet or other written or printed copy of such Work setting forth the lyrics, if any, and music correctly metered; provided that with respect to all other Works, such copy need be furnished only if requested by BMI pursuant to subsection (b) of subparagraph D (2) of this paragraph 12.
- (3) If such Work has been or shall be synchronized with or otherwise used in connection with motion picture or television film or tape, a cue sheet showing the title, writers, publisher and nature and duration of the use of the Work in such film or tape.
- B. Publisher shall submit the material described in subparagraph A of this paragraph 12 with respect to Works heretofore published, recorded or synchronized within ten (10) days after the execution of this agreement and with respect to any of the Works hereafter so published, recorded, synchronized or likely to be performed prior to the date of publication or release of the recording, film or tape or anticipated performance.
- C. The submission of each work registration form or cue sheet shall constitute a warranty and representation by Publisher that all of the information contained thereon is true and correct and that no performing rights in any of the Works listed thereon have been granted to or reserved by others except as specifically set forth therein.

## D. Publisher agrees:

(1) To secure and maintain copyright protection of the Works pursuant to the Copyright Law of the United States and pursuant to the laws of such other nations of the world where such protection is afforded; and to give BMI, upon request, prompt written notice of the date and number of copyright registration and/or renewal of each Work registered in the United States Copyright Office.

#### (2) At BMI's request:

- (a) To register each unpublished and published Work in the United States Copyright Office pursuant to the Copyright Law of the United States.
- (b) To obtain and deliver to BMI copies of: unpublished and published Works, including any commercial recording of such Works; copyright registration and/or renewal certificates issued by the United States Copyright Office; any agreements, assignments, instruments or documents of any kind by which Publisher obtained the right to publicly perform and/or the right to publish, co-publish or sub-publish and/or the right to administer the performing rights in and/or collect the royalties for any of the Works.
- E. Publisher agrees to give BMI prompt notice by registered or certified mail in each instance when, pursuant to the Copyright Law of the United States, (1) the rights granted to BMI by Publisher in any Work shall revert to the writer or the writer's representative, or (2) copyright protection of any Work shall terminate.

### 13. Publisher warrants and represents that:

- A. Publisher has the right to enter into this agreement; Publisher is not bound by any prior commitments which conflict with its undertakings herein; the rights granted by Publisher to BMI herein are the sole and exclusive property of Publisher and are free from all adverse encumbrances and claims; and exercise of such rights will not constitute infringement of copyright or violation of any right of, or unfair competition with, any person, firm, corporation or association.
- B. Except with respect to Works in which the possession of performing rights by another person, firm, corporation or association is specifically set forth on a work registration form or cue sheet submitted to BMI pursuant to subparagraph A of paragraph 12 hereof, Publisher has performing rights in each of the Works by virtue of written grants thereof to Publisher signed by the authors and composers or other owners of such Work.

14.

- A. Publisher agrees to defend, indemnify, save and hold BMI, its licensees, the advertisers of its licensees and their respective agents, servants and employees, free and harmless from and against any and all demands, loss, damage, suits, judgments, recoveries and costs, including counsel fees, resulting from any claim of whatever nature arising from or in connection with the exercise of any of the rights granted by Publisher in this agreement; provided, however, that the obligations of Publisher under this paragraph 14 shall not apply to any matter added to, or changes made in, any Work by BMI or its licensees.
- B. Upon the receipt by BMI or any of the other parties herein indemnified of any notice, demand, process, papers, writ or pleading, by which any such claim, demand, suit or proceeding is made or commenced against them, or any of them, which Publisher shall be obliged to defend hereunder, BMI shall, as soon as may be practicable, give Publisher notice thereof and deliver to Publisher such papers or true copies thereof, and BMI shall have the right to participate and direct such defense on behalf of BMI and/or its licensees by counsel of its own choice, at its own expense. Publisher agrees to cooperate with BMI in all such matters.
- C. In the event of such notification of claim or service of process on any of the parties herein indemnified, BMI shall have the right, from the date thereof, to withhold payment of all sums which may become due pursuant to this agreement or any modification thereof and/or to exclude the Work with respect to which a claim is made from this agreement until receipt of satisfactory written evidence that such claim has been withdrawn, settled or adjudicated.
- 15. Publisher makes, constitutes and appoints BMI, or its nominee, Publisher's true and lawful attorney, irrevocably during the term hereof, in the name of BMI or that of its nominee, or in Publisher's name, or otherwise, in BMI's sole judgment, to do all acts, take all proceedings, and execute, acknowledge and deliver any and all instruments, papers, documents, process or pleadings that, in BMT's sole judgment, may be necessary, proper or expedient to restrain infringement of and/or to enforce and protect the rights granted by Publisher hereunder, and to recover damages in respect of or for the infringement or other violation of said rights, and in BMI's sole judgment to join Publisher and/or others in whose names the copyrights to any of the Works may stand, and to discontinue, compromise or refer to arbitration, any such actions or proceedings or to make any other disposition of the disputes in relation to the Works; provided that any action or proceeding commenced by BMI pursuant to the provisions of this paragraph 15 shall be at its sole expense and for its sole benefit. Notwithstanding the foregoing, nothing in this paragraph 15 requires BMI to take any proceeding or other action against any person, firm, partnership or other entity or any writer or publisher, whether or not affiliated with BMI, who Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder. In addition, Publisher understands and agrees that the licensing by BMI of any musical compositions which Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder shall not constitute an infringement of Publisher's Works on BMI's part.

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A. It is acknowledged that BMI has heretofore entered into, and may during the term of this agreement enter into, contracts with performing rights licensing organizations for the licensing of public performing rights controlled by BMI in territories outside of the United States, its territories and possessions (herein called "Foreign Territories"). Upon Publisher's written request, BMI agrees to permit Publisher to grant performing rights in any or all of the Works for any Foreign Territory for which, at the time such request is received, BMI has not entered into any such contract with a performing rights licensing organization; provided, however, that any such grant of performing rights by Publisher shall terminate at such time when BMI shall have entered into such a contract with a performing rights licensing organization covering such Foreign Territory and shall have notified Publisher thereof. Nothing herein contained, however, shall be deemed to restrict Publisher from assigning to its foreign publisher or representative the right to collect a part or all of the publishers' performance royalties earned by

any or all of the Works in any Foreign Territory as part of an agreement for the publication, exploitation or representation of such Works in such territory, whether or not BMI has entered into such a contract with a performing rights licensing organization covering such territory.

- B. Publisher agrees to notify BMI promptly in writing in each instance when publication, exploitation or other rights in any or all of the Works are granted for any Foreign Territory. Such notice shall set forth the title of the Work, the Foreign Territory or Territories involved, the period of such grant, the name of the person, firm, corporation or association entitled to collect performance royalties earned in the Foreign Territory and the amount of such share. Within ten (10) days after the execution of this agreement Publisher agrees to submit to BMI, in writing, a list of all Works as to which Publisher has, prior to the effective date of this agreement, granted to any person, firm, corporation or association performing rights and/or the right to collect publisher performance royalties earned in any Foreign Territory.
  - 17. BMI shall have the right, in its sole discretion, to terminate this agreement if:
- A. Publisher, its agents, employees, representatives or affiliated companies, directly or indirectly during the term of this agreement:
- (1) Solicits or accepts payment from or on behalf of authors for composing music for lyrics, or from or on behalf of composers for writing lyrics to music.
- (2) Solicits or accepts music and/or lyrics from composers or authors in consideration of any payments to be made by or on behalf of such composers or authors for reviewing, arranging, promotion, publication, recording or any other services connected with the exploitation of any composition.
- (3) Permits Publisher's name, or the fact of its affiliation with BMI, to be used by any other person, firm, corporation or association engaged in any of the practices described in subparagraphs A (I) and A (2) of this paragraph 17.
- (4) Submits to BMI, as one of the Works to come within this agreement, any musical composition with respect to which any payments described in subparagraphs A (I) and A (2) of this paragraph 17 have been made by or on behalf of a composer or author to any person, firm, corporation or association.
- B. Publisher, its agents, employees or representatives directly or indirectly during the term of this agreement makes any effort to ascertain from, or offers any inducement or consideration to, anyone, including but not limited to any radio or television licensee of BMI or to the agents, employees or representatives of BMI or of any such licensee, for information regarding the time or times when any such BMI licensee is to report its performances to BMI, or to attempt in any way to manipulate performances or affect the representative character or accuracy of BMI's system of sampling or monitoring performances.
- C. Publisher fails to notify BMI's Department of Writer/Publisher Administration promptly in writing of any change of firm name, ownership or address of Publisher.

In the event BMI exercises its right to terminate this agreement pursuant to the provisions of subparagraphs A, B or C of this paragraph 17, BMI shall give Publisher at least thirty (30) days' notice by registered or certified mail of such termination. In the event of such termination, no payments shall be due to Publisher pursuant to paragraph 7 hereof.

- 18. In the event that during the term of this agreement (1) mail addressed to Publisher at the last address furnished by Publisher pursuant to paragraph 22 shall be returned by the post office, or (2) monies shall not have been earned by Publisher pursuant to paragraph 5 hereof for a period of two consecutive years or more, or (3) the proprietor, if Publisher is a sole proprietorship, shall die, BMI shall have the right to terminate this agreement on at least thirty (30) days' notice by registered or certified mail, electronic mail ("e-mail") or facsimile number addressed to the last postal or electronic address or transmitted to the last facsimile number furnished by Publisher in writing to BMI's Department of Writer/Publisher Administration and, in the case of the death of a sole proprietor, to the representative of said proprietor's estate, if known to BMI. If Publisher failed to maintain a current address with BMI and BMI has made reasonable good-faith efforts in attempting to locate Publisher without success, BMI shall have the right to terminate this agreement pursuant to this paragraph 18 by regular first-class U.S. mail, in lieu of the means otherwise specified, regardless of anything in paragraph 17 to the contrary. In the event of such termination, no payments shall be due Publisher pursuant to paragraph 7 hereof.
- 19. Publisher acknowledges that the rights obtained by it pursuant to this agreement constitute rights to payment of money and that during the term BMI shall hold title to the performing rights granted to BMI hereunder. In the event that during the term Publisher shall file a petition in bankruptcy, such a petition shall be filed against

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Publisher, Publisher shall make an assignment for the benefit of creditors, Publisher shall consent to the appointment of a receiver or trustee for all or part of its property, Publisher shall file a petition for corporate reorganization or arrangement under the United States bankruptcy laws, or Publisher shall institute or shall have instituted against it any other insolvency proceeding under the United States bankruptcy laws or any other applicable law, or, in the event Publisher is a partnership, all of the general partners of said partnership shall be adjudged bankrupts, BMI shall retain title to the performing rights in all Works the rights to which are granted to BMI hereunder and shall subrogate Publisher's trustee in bankruptcy or receiver and any subsequent purchasers from them to Publisher's right to payment of money for said Works in accordance with the terms and conditions of this agreement.

- 20. All disputes of any kind, nature or description arising in connection with the terms and conditions of this agreement shall be submitted to the American Arbitration Association in New York, New York, for arbitration under its then prevailing rules, the arbitrator(s) to be selected as follows: Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon the third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and shall include the fixing of the costs, expenses and reasonable attorneys' fees of arbitration, which shall be borne by the unsuccessful party. Judgment may be entered in New York State Supreme Court or any other court having jurisdiction.
- 21. Publisher agrees that it shall not, without the written consent of BMI, assign any of its rights hereunder. No rights of any kind against BMI will be acquired by the assignee if any such purported assignment is made by Publisher without such written consent.
- 22. Publisher agrees to notify BMI's Department of Writer/Publisher Administration promptly in writing of any change in Publisher's postal or electronic ("e-mail") address, or facsimile number. Any notice sent to Publisher pursuant to the terms of this agreement shall be valid if addressed to Publisher at the last postal or electronic address or facsimile number so furnished by Publisher.
- 23. This agreement shall be subject to BMI's standard practices and procedures which are in effect as of the effective date of this agreement and as they may be modified and/or supplemented from time to time.
- 24. Publisher acknowledges that the relationship between BMI and Publisher which is created by this agreement is one of ordinary contracting parties and is not intended to be a fiduciary relationship with respect to any of the rights or obligations hereunder.
- 25. Publisher authorizes the inclusion of Publisher's name, likeness and biographical information, and those of Publisher's executive employees, in publicly-distributed material relating to Publisher's association with BMI.
- 26. This agreement constitutes the entire agreement between BMI and Publisher, cannot be changed except in a writing signed by BMI and Publisher and shall be governed and construed pursuant to the laws of the State of New York.
- 27. In the event that any part or parts of this agreement are found to be void by a court of competent jurisdiction, the remaining part or parts shall nevertheless be binding with the same force and effect as if the void part or parts were deleted from this agreement.
- 28. Any prior agreements, as modified, between Publisher and BMI are canceled and superseded as of the effective date of this agreement. All works that were embraced by any prior agreement between Publisher and BMI and in which no other licensing organization controls Publisher's performing right interest shall be deemed embraced by this agreement. Any unearned balance of advances previously paid to Publisher by BMI or unpaid indebtedness owed to BMI by Publisher shall be deemed to be recoupable by BMI from any monies which become payable to Publisher pursuant to this agreement and any extensions, renewals or modifications. If Publisher has acquired the works of the former BMI affiliate who is indicated on the attached terminated agreement, then all works which were embraced by that agreement and in which no other licensing organization controls the performing right interest shall be deemed embraced by this agreement. Any unearned balance of advances previously paid to said former affiliate by BMI or unpaid indebtedness owed by said former affiliate to BMI shall be deemed to be recoupable by BMI from any monies which become payable to Publisher pursuant to this agreement and any extensions, renewals or modifications.

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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

By Vice President	•
"PUBLISHER"	n
By(Authorized Signatory)	Leslie Bider, President(Print Name and Title of Signer)
If your company structure is a PARTNERS	HIP, all other partners must sign below:
ByPartner	Printed Name
ByPartner	Printed Name
By Partner	Printed Name
By Partner	Printed Name
By Partner	Printed Name

**BROADCAST MUSIC, INC** 



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Dated: 1418 25.1990

To Whom It May Concern:

Dear Sirs:

This letter will serve as formal notice that, effective April 1, 1990, WARNER-TAMERLANE PUBLISHING CORP. (BMI) and WB MUSIC CORP. (ASCAP) have purchased certain of the music publishing interests of Kenneth Gamble, Leon Huff and Thomas Bell which were formerly held in the name(s) of MIGHTY THREE SONGWRITERS (BMI), MIGHTY THREE MUSIC (BMI), ROSE TREE MUSIC (ASCAP), ASSORTED MUSIC (BMI), WORLD WAR THREE MUSIC (BMI), BELLBOY MUSIC (BMI), BELLHOUSE MUSIC (ASCAP), DOWNSTAIRS MUSIC (BMI), PIANO MUSIC (BMI), and RAZOR SHARP MUSIC (BMI) relating to the musical compositions set out on the annexed Schedule 1 and the copyrights therein and all rights in all licensing agreements.

Effective immediately, please forward all correspondence, notices, remittances, royalties (no matter when earned) and accountings with regard to such music publishing interests to WARNER-TAMERLANE PUBLISHING CORP. or to WB MUSIC CORP., as applicable, c/o WARNER/CHAPPELL MUSIC, INC., 9000 Sunset Boulevard, Penthouse, Los Angeles, California 90069-1819.

Thank you in advance for your cooperation.

Very truly yours,

KENNETH GAMBLE

LEON HUFF

THOMAS BELL

June 14, 1990

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SONGTITLE	COPYRIGHT	WRTR	WRITER		PUBLISHER	ARTIST	LABEL	RELEASE NO.	REL. DATE
	DATE	<u>z</u>		<u>*</u>					
I LIKE TO SEE US		25.00	Gene McFadden	50.00	Assorted Music				
GET DOWN		25.00	John Whitehead	50.00	WE Publishing				
V		25.00	Eddie Levert						
		25.00	Walter Williams						
Please claim 50% fo	r all tynes	of royal	ties on hehalf of A	Secorted	Mueic				
Gene McFadden and J		_	cres on benair or r	13501 160	nus re				
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TILL DE ADOLUM									
I'LL BE AROUND	Ep 310074 3/26/73	50.00	Thomas Bell	50.00	Assorted Music				
•	3/20//3	50.00	Phil Hurtt	50.00	Bellboy Music				
I'LL BE STANDING BY	Ep 291156	100.00	Dione Gamble	100.00	Assorted Music				
(RIGHT BY)	9/17/71								
V									
I LL BE THERE TO	Pau 332723	50.00	Herb Smith	50.00	Assorted Music				
TSING FOR YOU	7/28/81	50.00	Joel Smith	50.00	Rose Tree Music				
		50.00	OGG JUITEII	30.00	nose liee music				
<b>A</b>									
I'LL BE WITH YOU	Pau 449484	50.00	<b>Grover Washington</b>	50.00	Assorted Music				
J	10/29/82	25.00	Cynthia Biggs	50.00	G.W. Jr., Music				
•		25.00	Dexter Wansel						

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